

|  |  |   |   |  |        |                |    |   |
|--|--|---|---|--|--------|----------------|----|---|
| <b>SOLICITATION, OFFER AND AWARD</b>                               |  |   | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 7900) |  | RATING | PAGE           | OF | PAGES   |
| 2. CONTRACT NUMBER   |  | 3. SOLICITATION NUMBER<br>TIB-2013-RFP-0012 |   | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |        | 5. DATE ISSUED |    | 6. REQUISITION/PURCHASE NUMBER<br>TIB-2014-STD-0001 |
| 7. ISSUED BY<br>Federal Retirement Thrift Investment Board (FRTIB) |  |   |   | 8. ADDRESS OFFER TO (If other than item 7)<br>77 K Street, NE, Suite 1000<br>Washington, DC 20002                            |        |                |    |   |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

|   |  |   |               |
|---|--|---|---------------|
| <b>SOLICITATION</b>   |  |   |               |
| 9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date) |  |   |               |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.   |  |   |               |
| 10. FOR INFORMATION CALL:   |  | A. NAME<br>Marisol Vargas-Busch                   |               |
|   |  | B. TELEPHONE (NO COLLECT CALLS)                   |               |
|   |  | AREA CODE<br>202                                  | NUMBER<br>942 |
|   |  | EXT.<br>1621                                      |               |
|   |  | C. E-MAIL ADDRESS<br>marisol.vargas-busch@tsp.gov |               |

| 11. TABLE OF CONTENTS                                    |      |  |         |
|--|------|--|---------|
| (X)  | SEC. | DESCRIPTION  | PAGE(S) |
| PART I - THE SCHEDULE                                    |      |  |         |
| <input checked="" type="checkbox"/>                      | A    | SOLICITATION/CONTRACT FORM                                       |         |
| <input checked="" type="checkbox"/>                      | B    | SUPPLIES OR SERVICES AND PRICES/COSTS                            |         |
| <input checked="" type="checkbox"/>                      | C    | DESCRIPTION/SPECS./WORK STATEMENT                                |         |
| <input checked="" type="checkbox"/>                      | D    | PACKAGING AND MARKING  |         |
| <input checked="" type="checkbox"/>                      | E    | INSPECTION AND ACCEPTANCE  |         |
| <input checked="" type="checkbox"/>                      | F    | DELIVERIES OR PERFORMANCE  |         |
| <input checked="" type="checkbox"/>                      | G    | CONTRACT ADMINISTRATION DATA                                     |         |
| <input checked="" type="checkbox"/>                      | H    | SPECIAL CONTRACT REQUIREMENTS                                    |         |
| (X)  | SEC. | DESCRIPTION  | PAGE(S) |
| PART II - CONTRACT CLAUSES                               |      |  |         |
| <input checked="" type="checkbox"/>                      | I    | CONTRACT CLAUSES   |         |
| PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |      |  |         |
| <input checked="" type="checkbox"/>                      | J    | LIST OF ATTACHMENTS  |         |
| PART IV - REPRESENTATIONS AND INSTRUCTIONS               |      |  |         |
| <input checked="" type="checkbox"/>                      | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| <input checked="" type="checkbox"/>                      | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |         |
| <input checked="" type="checkbox"/>                      | M    | EVALUATION FACTORS FOR AWARD                                     |         |

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |        |  |                      |  |                  |
|---|--------|--|----------------------|--|------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52.232-8)   |        | 10 CALENDAR DAYS (%)   | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%)   | CALENDAR DAYS(%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): |        | AMENDMENT NO.  | DATE                 | AMENDMENT NO.  | DATE             |
| 15A. NAME AND ADDRESS OF OFFEROR  |        | CODE   | FACILITY             | 16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) |                  |
| 15B. TELEPHONE NUMBER   |        | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |                      | 17. SIGNATURE  |                  |
| AREA CODE   | NUMBER |  |                      |  |                  |

|   |  |   |                                  |
|---|--|---|----------------------------------|
| <b>AWARD (To be completed by Government)</b>  |  |   |                                  |
| 19. ACCEPTED AS TO ITEMS  |  | 20. AMOUNT  | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c) |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) |                                  |
| 24. ADMINISTERED BY (If other than item 7)  |  | 25. PAYMENT WILL BE MADE BY CODE  |                                  |
| 26. NAME OF CONTRACTING OFFICER (Type or print)   |  | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)        |                                  |
|   |  | 28. AWARD DATE  |                                  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## **SECTION B – SUPPLIES OR SERVICES AND PRICES**

### **B.1 CONTRACT TYPE**

The contract type is Cost Reimbursable Fixed Fee (CPFF) for the core work identified in CLINs:

0001-0004  
 0005 (if exercised)  
 0006-0008  
 0010-0012  
 1001-1004  
 1005 (if exercised)  
 1006-1008  
 1010-1012  
 2001-2004  
 2005 (if exercised)  
 2006-2008  
 2010-2012  
 3001-3004  
 3005 (if exercised)  
 3006-3008  
 3010-3012

The Indefinite Delivery Indefinite Quantity work to be performed may be CPFF, Firm Fixed Price (FFP) or Time and Materials (T&M) in CLINs:

0009  
 1009  
 2009  
 3009

### **B.2 PERIOD OF PERFORMANCE**

|                             |  |
|-----------------------------|--|
| Basic Period of Performance | October 1, 2013 through September 30, 2015 |
| Option Period 1 (two years) | October 1, 2015 through September 30, 2017 |
| Option Period 2 (one year)  | October 1, 2017 through September 30, 2018 |
| Option Period 3 (one year)  | October 1, 2018 through September 30, 2019 |

### **B.3 DEFINITION OF CORE AND IDIQ WORK TO BE PERFORMED**

- a. Core: All operations and sustained engineering related to the service environment as described in SOW Section 2.0 through Section 10.4.3 are Core requirements (SOW Section 7 is applicable only if CLINs 0005, 1005, 2005, 3005 are exercised). Small adjustments or short-term projects (e.g. minor enhancements, defects, configuration changes, incremental adjustments to

system capacity) valued at less than or equal to \$250,000 per incident, up to five percent of total expenditures per contract year, are included in Core.

- b. Small adjustments or short-term projects in excess of the five percent of total expenditures per contract year will be handled as IDIQ tasks.
- c. IDIQ: Significant adjustments valued in excess of \$250,000 per incident or long term projects are identified as IDIQ tasks. These items include CLINs 0009, 1009, 2009, 3009.
- d. Core Adjustments: Reviews will be conducted periodically, at the Agency's discretion, to adjust the core service baseline environment through contract modification for the cumulative effect of all adjustments completed since the last review.

#### B.4 IDIQ MINIMUM AND MAXIMUM ORDERING VALUE

| PoP                         | MIN         | MAX          |
|-----------------------------|-------------|--------------|
| Basic Period of Performance | \$1,000,000 | \$30,000,000 |
| Option Period 1 (two years) | \$1,000,000 | \$36,000,000 |
| Option Period 2 (one year)  | \$1,000,000 | \$21,000,000 |
| Option Period 3 (one year)  | \$1,000,000 | \$23,000,000 |

#### B.5 SUPPLIES AND/OR SERVICES

The Contractor shall furnish and make available all professional, technical, administrative and management services, as well as supplies, materials, contractor data, and facilities needed to accomplish the requirements in Section C, for the period of performance stated in Paragraph B.2.

| B.5.1  |   |               |               |                      |            |              |
|--------|---|---------------|---------------|----------------------|------------|--------------|
| CLIN   | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
| 0000 * | Phase-In                                  |               | FFP           |                      |            |              |
| 0001   | Program Management                        | 2.0           | CPFF          | Est. Cost            | \$         | \$           |
|        |   |               |               | COM                  | \$         | \$           |
|        |   |               |               | Fee                  | __%        | \$           |
|        |   |               |               | Total CPFF           |            | \$           |

|        |                        |      |      |            |     |    |
|--------|------------------------|------|------|------------|-----|----|
| 0002   | Data Center Services   | 4.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0003   | Data Network Services  | 5.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0004   | Voice Network Services | 6.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0005** | End User Services      | 7.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0006   | Service Desk Services  | 8.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0007   | Application Services   | 9.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 0008   | Recordkeeping Services | 10.0 | CPFF | Est. Cost  | \$  | \$ |

|  |  |  |  |            |    |    |
|--|--|--|--|------------|----|----|
|  |  |  |  | COM        | \$ | \$ |
|  |  |  |  | Fee        | %  | \$ |
|  |  |  |  | Total CPFF |    | \$ |

| CLIN  | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|-------|---|---------------|---------------|----------------------|------------|--------------|
| 0009  | IDIQ ***                                  |               |               | Est. Cost            | \$         | \$           |
| 0009a |   |               | CPFF          |                      |            |              |
| 0009b |   |               | FFP           |                      |            |              |
| 0009c |   |               | T&M           |                      |            |              |
|       |   |               |               | Total CPFF           |            | \$           |
| 0010  | Travel and Training (Non-Fee Bearing)     |               | Cost          |                      |            | \$           |
| 0010a | Travel                                    |               | Cost          |                      |            |              |
| 0010b | Attend Training                           |               | Cost          |                      |            |              |
|       | Total                                     |               |               |                      |            | \$           |

|      |   |           |      |           |                          |    |
|------|---|-----------|------|-----------|--------------------------|----|
| 0011 | Contractor Acquisitions (Non-Fee Bearing) | 3.3.1.2.4 | Cost |           | N/A                      | \$ |
| 0012 | Service Lease                             |           | FFP  | 24 months | \$(insert monthly price) | \$ |
|      | Total                                     |           |      |           |                          | \$ |

| CLIN | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|------|---|---------------|---------------|----------------------|------------|--------------|
| 1001 | Program Management                        | 2.0           | CPFF          | Est. Cost            | \$         | \$           |
|      |   |               |               | COM                  | \$         | \$           |
|      |   |               |               | Fee                  | %          | \$           |

|        |                        |      |      |            |     |    |
|--------|------------------------|------|------|------------|-----|----|
|        |                        |      |      | Total CPFF |     | \$ |
| 1002   | Data Center Services   | 4.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1003   | Data Network Services  | 5.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1004   | Voice Network Services | 6.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1005** | End User Services      | 7.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1006   | Service Desk Services  | 8.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1007   | Application Services   | 9.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 1008   | Recordkeeping          | 10.0 | CPFF | Est. Cost  | \$  | \$ |

|  |          |  |  |            |     |    |
|--|----------|--|--|------------|-----|----|
|  | Services |  |  |            |     |    |
|  |          |  |  | COM        | \$  | \$ |
|  |          |  |  | Fee        | __% | \$ |
|  |          |  |  | Total CPFF |     | \$ |

| CLIN  | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|-------|---|---------------|---------------|----------------------|------------|--------------|
| 1009  | IDIQ ***                                  |               |               | Est. Cost            | \$         | \$           |
| 1009a |   |               | CPFF          |                      |            |              |
| 1009b |   |               | FFP           |                      |            |              |
| 1009c |   |               | T&M           |                      |            |              |
|       |   |               |               | Total CPFF           |            | \$           |
| 1010  | Travel and Training (Non-Fee Bearing)     |               | Cost          |                      |            | \$           |
| 1010a | Travel                                    |               | Cost          |                      |            |              |
| 1010b | Attend Training                           |               | Cost          |                      |            |              |
|       | Total                                     |               |               |                      |            | \$           |

|      |   |           |      |           |                          |    |
|------|---|-----------|------|-----------|--------------------------|----|
| 1011 | Contractor Acquisitions (Non-Fee Bearing) | 3.3.1.2.4 | Cost |           | N/A                      | \$ |
| 1012 | Service Lease                             |           | FFP  | 24 months | \$(insert monthly price) | \$ |

| CLIN | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|------|---|---------------|---------------|----------------------|------------|--------------|
| 2001 | Program Management                        | 2.0           | CPFF          | Est. Cost            | \$         | \$           |
|      |   |               |               | COM                  | \$         | \$           |
|      |   |               |               | Fee                  | __%        | \$           |
|      |   |               |               | Total CPFF           |            | \$           |

|        |                        |      |      |            |     |    |
|--------|------------------------|------|------|------------|-----|----|
| 2002   | Data Center Services   | 4.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2003   | Data Network Services  | 5.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2004   | Voice Network Services | 6.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2005** | End User Services      | 7.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2006   | Service Desk Services  | 8.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2007   | Application Services   | 9.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 2008   | Recordkeeping Services | 10.0 | CPFF | Est. Cost  | \$  | \$ |



|  |  |  |  |            |    |    |
|--|--|--|--|------------|----|----|
|  |  |  |  | COM        | \$ | \$ |
|  |  |  |  | Fee        | %  | \$ |
|  |  |  |  | Total CPFF |    | \$ |

| CLIN  | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|-------|---|---------------|---------------|----------------------|------------|--------------|
| 2009  | IDIQ ***                                  |               |               | Est. Cost            | \$         | \$           |
| 2009a |   |               | CPFF          |                      |            |              |
| 2009b |   |               | FFP           |                      |            |              |
| 2009c |   |               | T&M           |                      |            |              |
|       |   |               |               | Total CPFF           |            | \$           |
| 2010  | Travel and Training (Non-Fee Bearing)     |               | Cost          |                      |            | \$           |
| 2010a | Travel                                    |               | Cost          |                      |            |              |
| 2010b | Attend Training                           |               | Cost          |                      |            |              |
|       | Total                                     |               |               |                      |            | \$           |

|      |   |           |      |           |                          |    |
|------|---|-----------|------|-----------|--------------------------|----|
| 2011 | Contractor Acquisitions (Non-Fee Bearing) | 3.3.1.2.4 | Cost |           | N/A                      | \$ |
| 2012 | Service Lease                             |           | FFP  | 12 months | \$(insert monthly price) | \$ |

| CLIN | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|------|---|---------------|---------------|----------------------|------------|--------------|
| 3001 | Program Management                        | 2.0           | CPFF          | Est. Cost            | \$         | \$           |
|      |   |               |               | COM                  | \$         | \$           |
|      |   |               |               | Fee                  | %          | \$           |

|        |                        |      |      |            |     |    |
|--------|------------------------|------|------|------------|-----|----|
|        |                        |      |      | Total CPFF |     | \$ |
| 3002   | Data Center Services   | 4.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3003   | Data Network Services  | 5.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3004   | Voice Network Services | 6.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3005** | End User Services      | 7.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3006   | Service Desk Services  | 8.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3007   | Application Services   | 9.0  | CPFF | Est. Cost  | \$  | \$ |
|        |                        |      |      | COM        | \$  | \$ |
|        |                        |      |      | Fee        | __% | \$ |
|        |                        |      |      | Total CPFF |     | \$ |
| 3008   | Recordkeeping          | 10.0 | CPFF | Est. Cost  | \$  | \$ |

|  |          |  |  |            |    |    |
|--|----------|--|--|------------|----|----|
|  | Services |  |  |            |    |    |
|  |          |  |  | COM        | \$ | \$ |
|  |          |  |  | Fee        | %  | \$ |
|  |          |  |  | Total CPFF |    | \$ |

| CLIN  | Contract Line Item No. (CLIN) Description | SOW Reference | Contract Type | Estimated Cost/Price | Unit Price | Total Amount |
|-------|---|---------------|---------------|----------------------|------------|--------------|
| 3009  | IDIQ ***                                  |               |               | Est. Cost            | \$         | \$           |
| 3009a |   |               | CPFF          |                      |            |              |
| 3009b |   |               | FFP           |                      |            |              |
| 3009c |   |               | T&M           |                      |            |              |
|       |   |               |               | Total CPFF           |            | \$           |
| 3010  | Travel and Training (Non-Fee Bearing)     |               | Cost          |                      |            | \$           |
| 3010a | Travel                                    |               | Cost          |                      |            |              |
| 3010b | Attend Training                           |               | Cost          |                      |            |              |
|       | * Total                                   |               |               |                      |            | \$           |

|      |   |           |      |           |                          |    |
|------|---|-----------|------|-----------|--------------------------|----|
| 3011 | Contractor Acquisitions (Non-Fee Bearing) | 3.3.1.2.4 | Cost |           | N/A                      | \$ |
| 3012 | Service Lease                             |           | FFP  | 12 months | \$(insert monthly price) | \$ |

\* Phase-In will be handled via a separate purchase order/contract and is not to be included in the proposed total.

\*\* The Agency reserves the right to exercise these CLINs at the cost proposed at any time within the first 12 months of performance in any performance period

## **SECTION B ATTACHMENT**

### **INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)**

#### **DIRECT LABOR RATES, INDIRECT RATES, AND FIXED FEE MATRICES**

Task Plan proposals must utilize the not-to-exceed rates and factors delineated below for pricing all task orders contemplated or issued in accordance with the “Task Ordering Procedure” and “Supplemental Task Ordering Procedures” clauses of the contract. All Task Orders issued will be applied to the guaranteed minimum quantity and maximum quantity as provided in the “Minimum/Maximum Amount of Supplies or Services” clause.

**1. PRIME FULLY-LOADED DIRECT LABOR RATE MATRIX (For All Task Orders):**

The Contractor shall not exceed the fully-loaded direct labor rates (direct labor inclusive of all applicable indirects and fee) as specified below for pricing all task orders:

| <b>**Labor Categories</b> | <b>Base - Year 1<br/>^HR Rate</b> | <b>Base - Year 2<br/>HR Rate</b> | <b>Opt 1 – Year 1<br/>HR Rate</b> | <b>Opt 1 – Year 2<br/>HR Rate</b> | <b>Opt 2 – Year 1<br/>HR Rate</b> | <b>Opt 3 – Year 1<br/>HR Rate</b> |
|---------------------------|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |

**\*\*Labor Categories** - The Offeror shall provide prime direct labor categories, in accordance with the Position Qualifications in Section 6 of this attachment.

**^HR = Hourly Rate:** These are not-to-exceed rates for pricing purposes only by the prime contractor task orders. The Contractor may propose lower rates when pricing task orders.

## 2. SUBCONTRACTOR (Name-TBP) FULLY-LOADED LABOR RATE MATRIX (For All Task Orders):

The Contractor shall not exceed the fully-loaded direct labor rates as specified below for pricing the subcontractor labor hours on all task orders:

| <b>**Labor Categories</b> | <b>Base - Year 1<br/>^HR Rate</b> | <b>Base - Year 2<br/>HR Rate</b> | <b>Opt 1 – Year 1<br/>HR Rate</b> | <b>Opt 1 – Year 2<br/>HR Rate</b> | <b>Opt 2 – Year 1<br/>HR Rate</b> | <b>Opt 3 – Year 1<br/>HR Rate</b> |
|---------------------------|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |
|                           |                                   |                                  |                                   |                                   |                                   |                                   |

++Labor Categories - The Offeror shall provide fully-loaded subcontractor direct labor categories, in accordance with the Position Qualifications in Section 6 of this attachment. Clearly delineate onsite and offsite rates.

^HR = Hourly Rate: These are not-to-exceed rates for pricing purposes only for the subcontractor labor hours. The Contractor may propose lower rates when pricing task orders.

## 3. POSITION QUALIFICATIONS (For All Prime and Subcontractor Direct Labor Categories):

NOTE: TO BE PROPOSED (TBP)

End of Section B

## **SECTION C – STATEMENT OF WORK**

### **1.0 DESCRIPTION / SPECIFICATION / STATEMENT OF WORK**

The Federal Retirement Thrift Investment Board (TIB or Agency) seeks a contractor to provide Technology and Enterprise Support Services (TESS) for a base and three option periods.

#### **1.1 Background**

##### **Mission**

The Federal Retirement Thrift Investment Board (TIB or the Agency) is an independent Federal government agency in the Executive Branch created by the Federal Employees' Retirement System Act of 1986 (FERSA). The Thrift Savings Plan (TSP or plan) is a retirement savings and investment plan for Federal civilian employees and members of the uniformed services that offers its participants the same type of savings and tax benefits that many private corporations offer their employees under I.R.C.§401(k) plans. As of June 30, 2012, the TSP had approximately 4.5 million participants, of which an estimated 4% are domiciled overseas. With just over \$313 billion in assets, the TSP is the largest participant-directed defined contribution plan in the world. The Federal Acquisition Regulation (FAR) informs the Agency's procurement activities; however, as a non-appropriated fund agency, it is not bound by the FAR. The mission of the TIB is to administer the TSP solely in the interest of the participants and beneficiaries. In fulfilling this mission, the TIB strives to offer high quality services and benefits, while maintaining low administrative costs.

#### **1.2 Purpose**

To provide a broad range of Core and IDIQ IT and IT-related recordkeeping support services for Program Management and Cross Functional Services, and:

Section A: Infrastructure and Operations Service Towers including Data Center, Data Network, Service Desk, Voice Network, and End User Services;

Section B: Service Towers for Business Process (Recordkeeping) and Applications.

#### **1.3 Non-Personal Services**

This award identifies services that are strictly non-personal in nature.

#### **1.4 Inherently Governmental Functions**

This requirement has been reviewed and contains no services that are inherently governmental functions.

The Statement of Work is Section J Attachment 1.

End of Section C

## **SECTION D - PACKAGING AND MARKING**

(a) All services and goods are to be delivered in a manner consistent with current market place standards for the packaging and marking of similar services and goods.

(b) All data and correspondence submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall reference the contract number and the name of the COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.

End of Section D



**SECTION E - INSPECTION AND ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in Section C. The Agency CORs will have the right to reject or require correction of any deficiencies found in deliverables. In the event of rejection of any deliverable, the Contractor will be notified in writing by the COR of the specific reasons why the deliverable was rejected. If no comments are provided within 10 business days of deliverable receipt, the deliverable will be deemed to have been accepted by the Agency.

End of Section E

## SECTION F – DELIVERABLES

### **SERVICES SUMMARY AND DELIVERABLES MANAGEMENT**

#### **(a) Services Summary**

The Services Summary (SS) identifies the performance objectives and the performance thresholds for all critical tasks associated with providing the services outlined in Section C, Statement of Work (SOW) and for the required services the Agency will surveil.

**Right to Surveil:** The Agency reserves the right to surveil all services and requirements called for in this SOW in accordance with the intent of FAR Part 46 to determine whether the Contractor is meeting performance objectives.

The Contractor shall encrypt all e-mailed deliverables.

#### **(b) Deliverable / Deliverable Schedule:**

**TABLE 1**

| <b>Performance Objective</b> | <b>PWS Ref.</b> | <b>Performance Threshold</b> | <b>Method of Surveillance</b> |
|------------------------------|-----------------|------------------------------|-------------------------------|
| TBD                          | TBD             | TBD                          | TBD                           |

#### **(c) Deliverables Management**

The Contractor shall provide deliverables as specified herein. The Contractor shall encrypt all e-mailed deliverables. If a deliverable due date falls on a weekend or holiday, the Contractor shall submit the deliverable on the last business day prior to the due date. Deliverables shall be submitted to the COR by email using the versions that are compatible with the TIB's software. Consult the COR regarding the required version and type of software. In the email, the Contractor shall request approval of the deliverable. Upon receipt of the deliverables, the COR has 10 business days to inform the contractor of rejection or request for rework. If TIB personnel have not notified the Contractor within 10 business days of receipt of the deliverable, the Contractor can assume that the deliverable is acceptable, as long as a reasonable attempt was made by the Contractor to contact the TIB to discuss the deliverable. All deliverables shall be signed by upper management personnel in the company, certifying that the deliverable is completed in accordance with this statement of work and all other contract terms and conditions.

### **ABBREVIATIONS, ACRONYMS, AND DEFINITIONS OF AGENCY WORDS AND TERMS**

#### Abbreviations and Acronyms

| <b>Abbreviation or Acronym</b> | <b>Definition</b>          |
|--------------------------------|----------------------------|
| ACC                            | Accounting Mainframe       |
| ADH                            | Ad Hoc Database            |
| AMI                            | Asset Management Interface |

|          |  |
|----------|--|
| API      | Agency Payroll Interface                                     |
| API OL   | Agency Payroll Interface Online                              |
| ATS      | Agency Technical Services                                    |
| CFIS     | Cash Flow Investment System                                  |
| CODIS    | Court Order Document Information System                      |
| DeDIS    | Death Document Imaging System                                |
| DSUB     | Web-based Data Submission Application                        |
| TIB      | Federal Retirement Thrift Investment Board                   |
| IVR      | Interactive Voice Response; called the Thriftline at the TSP |
| LBX      | Lock Box   |
| Misc Adj | Miscellaneous Adjustment                                     |
| PSR      | Participant Services Representative                          |
| TRIS     | TSP Reporting Interface System                               |
| TSP      | Thrift Savings Plan  |
|          |  |

End of Section F

## SECTION G - CONTRACT ADMINISTRATION DATA

### **FINANCIAL MANAGEMENT**

(a) Invoices shall be submitted according to the milestone payments listed in the approved project schedule.

(b) Invoicing

Invoicing and payment for services rendered through this contract shall be made electronically in accordance with FAR 52.232-33. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing.

For billing purposes, the invoice shall contain the following:

- 1) Contract Number: TIB-2013-P-
- 2) CLIN Purchase Order Number: TIB-2013-T-
- 3) A unique identifying Contractor invoice number,
- 4) Contractor Bank Account Number,
- 5) Contractor Bank Routing Number,
- 6) Contractor EIN and
- 7) Contractor DUNS number

Invoices submitted for payment shall be submitted electronically to:

[invoice@tsp.gov](mailto:invoice@tsp.gov)

**NOTE: Responsibility for contracting activities rests solely with the Agency Contracting Officer. No conversation, recommendations, or direction, whether given directly by, or implied by Agency personnel, that will affect the scope, schedule, or price of this contract, shall be acted upon by the contractor unless specifically approved by the Agency Contracting Officer.**

52.232-33 -- Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)

(a) Method of payment.

(1) All payments by the Agency under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Agency is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Agency to extend the payment due date until such time as the Agency can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Agency shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Agency may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Agency need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Agency used the Contractor's EFT information incorrectly, the Agency remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Agency release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Agency is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Agency shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract, if in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date,

provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Agency, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Agency is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Agency may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Agency does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Agency. If the Agency makes payment by check in accordance with paragraph (a) of this clause, the Agency shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

**Procurement Point of Contact**  
**Contracting Officer**

Name: Marisol Vargas-Busch

Phone No.: 202-942-1621

E-Mail Address: [Marisol.vargas-busch@tsp.gov](mailto:Marisol.vargas-busch@tsp.gov)

**Contracting Officer Representatives (CORs)**

Name: Tee Ramos

Title: Division Chief - Business Application Division

Name: Troy Poppe

Title: Deputy CTO, Infrastructure, Operations and Security

**STANDARD REQUIREMENTS**

FRTIB normal duty hour range is Monday through Friday, 0700 – 1800, Eastern Time.

Legal Holidays - The following Federal holidays are observed by the FRTIB:

**Holidays**

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Inauguration Day

**Dates**

1 January  
Third Monday in January  
Third Monday in February  
Last Monday in May  
4 July  
First Monday in September  
Second Monday in October  
11 November  
Fourth Thursday in November  
25 December  
(National Capitol Region only)

In events such as an Agency shutdown due to severe weather, security issues, or unforeseen circumstances, the Contractor is expected to complete and send deliverables on time. If the Contractor believes there is an Agency caused (potential or actual) delay in completing the tasks and deliverables stated herein, the CO and COR(s) are to be notified immediately verbally and in writing (via email). All delays that the Contractor believes are caused by the Agency shall be sufficiently documented so as to provide adequate proof of the cause of delay (i.e. include names, dates, subjects).

The places of performance include the Contractor's facilities, TIB headquarters, TIB data centers, TIB operating location(s), and current/future FRTIB contractor locations.

The Contractor's primary facility shall be located within 25 statute miles of 77 K St. NE, Washington, DC. "Facility" refers to the physical office space where Contractor staff and Contractor materials will be located to service this contract.

**TRAVEL**

Travel shall be pre-approved by the COR(s) by submitting travel plans with names, dates, locations, and estimated expenses at least two weeks in advance of the planned travel. Reimbursement is subject to the following:

Reimbursement for costs incurred during official travel under this contract is limited to the per diem allowance prescribed by the Federal per diem schedule at <http://www.gsa.gov/portal/category/21287>.

Expenses incurred as a result of official travel using a personal automobile are reimbursed as prescribed at <http://www.gsa.gov/portal/content/100715>.

Reimbursement of air and train travel is limited to the most economical rate and reasonably traveled route

TIB will limit reimbursement of costs. Travel costs shall be based on estimated costs per FAR 31.205-46. A Contractor must be able to provide receipts for associated travel expenses being reimbursed by the TIB.

#### **GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND INFORMATION**

The contractor shall ensure accurate control and accountability of all Government Furnished Information (GFI) in accordance with the terms and conditions of the contract.

The TIB technical staff will be available to interact with the Contractor as needed on all Agency business days with 24-hour notice to the COR or the CO for scheduling purposes. The Agency will provide the Contractor with access to the TIB facilities. Contractor personnel shall comply with all TIB security requirements at all times in the TIB facilities. If Contractor personnel are on-site for interviews and other work related to this contract, the Agency will provide access to the internet if required. In the event that the Contractor must supply Contractor personnel with expendable materials such as clerical supplies and materials, these shall be considered a cost of doing business and shall not be billed as a separate material cost.

TIB will furnish or make available to the Contractor any documentation/material deemed necessary to accomplish requirements of the contract.

Publications and forms applicable to this SOW are coded as mandatory and are listed in Section 4.0 of this SOW. The Contractor shall comply with mandatory publications and forms to the extent specified in this SOW and shall be responsible for complying with all updates, supplements, and amendments to mandatory documents throughout the life of this contract. Additional publications and forms may be specified in future modifications to the contract.

End of Section G



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS/CONTRACT ADMINISTRATION DATA**

### **H.1. Training**

H.1.A. The Contractor shall be responsible for all education and skills-based training necessary to ensure that the employee is qualified to perform the work assigned.

H.1.B. The Contractor shall develop in-house orientation and training courses for new staff regarding the TSP, the work to be performed, and the associated guidelines, procedures, processes, etc. The Agency will review these materials at the request of the Contractor.

(End of Clause)

### **H.2 Quality Control**

Reserved.

(End of Clause)

### **H.3 Reporting and Other Communications**

H.3.A The contractor shall keep the Agency apprised of its activities on a regular basis. The Agency expects the contractor to be in daily or weekly contact via phone, e-mail, or face-to-face with its Agency counterparts. The frequency of these contacts will change depending upon the workload, issues, identified, etc.

H.3.B. The contractor shall participate in daily operations teleconferences to provide statuses on the TSP and FRTIB systems. Teleconferences are generally less than an hour in duration. The contractor shall provide an update on its activities any discuss any achievements, problems, or future activities that may impact the workload.

H.3.C The contractor shall provide a comprehensive calendar year end report, detailing workload, process or other enhancements.

H3.D The contractor shall provide ad hoc performance, workload, or other reports at the request of the Agency. These requests generally arise from external requests for information or special projects requiring data other than that normally provided to the Agency during the contractor's normal reporting activities.

(End of Clause)

### **H.4. FRTIB Information and Information System Security/Privacy Requirements for IT Contracts**

#### H.4.1. General

All contractors and contractor personnel shall be subject to the same Federal laws (including the Privacy Act of 1974 and FISMA), regulations, standards and FRTIB policies as FRTIB, and FRTIB personnel regarding information and information system security. Contractors must follow policies and procedures outlined in FRTIB Directive 61 "Enterprise Information Security Program and Policy Authorization," its policies, and its handbooks to ensure appropriate security controls are in place.

#### H.4.2. Access to FRTIB Information and FRTIB Information Systems

A contractor shall request logical (technical) and/or physical access to FRTIB information and FRTIB information systems for employees, subcontractors, and affiliates only to the extent necessary: (1) to perform the services specified in the contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of the contract, and (3) for individuals who first satisfy the same conditions, requirements and restrictions that comparable FRTIB employees must meet in order to have access to the same type of FRTIB information.

The following are FRTIB's approved policy exceptions for meeting FRTIB's background screenings/investigative requirements for certain types of contractors:

Contract personnel not accessing FRTIB information resources such as personnel hired to maintain the facility grounds, construction contracts, utility system contractors, etc.,

Contract personnel with limited and intermittent access to equipment connected to facility networks on which no FRTIB sensitive information is available, such as contractors who install, maintain, and repair building equipment such as fire alarm; heating, ventilation, and air conditioning equipment; elevator control systems, etc. If equipment to be repaired is located within sensitive areas (e.g. computer room/communications closets) they must be escorted while on site.

#### H.4.3. FRTIB Information Custodial Requirements

Information made available to the contractor by FRTIB for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract is FRTIB property and shall be used only for those authorized purposes and shall not be used in any other way without the prior written agreement of the contracting officer. This clause expressly limits the contractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d)(1).

FRTIB information will not be co-mingled with any other data on the contractors/subcontractors information systems/media storage systems in order to ensure FRTIB requirements related to data protection and media sanitization can be met. FRTIB also reserves the right to conduct IT resource inspections to ensure data separation and on-site inspection of information destruction/media sanitization procedures to ensure they are in compliance with FRTIB policy requirements.

Prior to termination or completion of this contract, contractor will not destroy information received from FRTIB or gathered or created by the contractor in the course of performing this contract without prior written approval by the FRTIB contracting officer. Any data destruction done on behalf of FRTIB by a contractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in FRTIB Directive 28A, Records Management Directive, and the Agency's Media Protection Policy.

The contractor will receive, gather, store, back up, maintain, use, disclose and dispose of FRTIB information only in compliance with the terms of the contract and applicable Federal and FRTIB information confidentiality and security laws, regulations and policies. Applicable Federal information security regulations include Federal Information Processing Standards (FIPS) and Special Publications (SP) issued by the National Institute of Standards and Technology (NIST). If Federal or FRTIB information confidentiality and security laws, regulations and policies become applicable to the FRTIB information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies, including FIPS or SP, in this contract.

Contractors collecting, storing, or disseminating personal identifiable information (PII) data must conform to all pertinent regulations, laws, and FRTIB directives related to privacy. Pursuant to its requirements under the Privacy Act and its EISRM directives, the Agency will be conducting privacy reviews and assessments on any internal or external system which has FRTIB or TSP data. To that end, the Agency may require 1) access to any non-FRTIB owned system with FRTIB or TSP data, 2) documentation relating to non-FRTIB owned systems, and 3) the ability to perform automated assessments of non-FRTIB owned systems.

The contractor shall not make copies of FRTIB information except as necessary to perform the terms of the agreement or to preserve electronic information stored on contractor electronic storage media for restoration in case any electronic equipment or data used by the contractor needs to be restored to an operating state.

If FRTIB determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for FRTIB to terminate the contract for default or terminate for cause under Federal Acquisition Regulation ("FAR") part 12.

Contractor will store, transport or transmit FRTIB sensitive information in an encrypted form, using a FRTIB-approved encryption application that meets the requirements of NIST's FIPS 140-2 standard.

The contractor's firewall and Web services security controls, if applicable, shall meet or exceed FRTIB's minimum requirements.

Except for uses and disclosures of FRTIB information authorized by this contract for performance of the contract, the contractor may use and disclose FRTIB information only in two other situations: (i) after notifying the FRTIB, in response to a qualifying order of a court of competent jurisdiction, or (ii) with FRTIB's prior written approval. The contractor will refer all requests for, demands for production of, or inquiries about, FRTIB information and information systems to the FRTIB contracting officer for response.

Notwithstanding the provision above, the contractor shall not release Personally Identifiable Information records protected by the Privacy Act under any circumstances, including in response to a court order, and shall immediately refer such court orders or other inquiries to the FRTIB contracting officer for response.

The contractor will not use technologies banned in FRTIB in meeting the requirements of the contract. See Attachment J.XX, FRTIB Banned Technologies.

#### H.4.4. Information System Design and Development

Information systems that are designed or developed for or on behalf of FRTIB at non-FRTIB facilities shall comply with all FRTIB policies developed in accordance with Federal Information Security Management Act (FISMA), NIST, and related FRTIB security and privacy control requirements for Federal information systems. This includes standards for the protection of information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization.

During the analysis phase of the software development cycle a privacy impact assessment will be completed, provided to the COTR, and approved by the FRTIB Privacy Officer in accordance with FRTIB Privacy Impact Assessment EISRM Directive.

The security controls must be designed, developed, approved by FRTIB, and implemented in accordance with the provisions of FRTIB security system development life cycle as outlined in NIST Special Publication 800-37 and FRTIB EISRM Directive.

The contractor will be required to design, develop, or operate a System of Records on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties. The contractor agrees to –

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies –

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and,

(3) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the contractor is considered to be an employee of the agency.

Definitions for terms like system of records can be found in the Privacy Act of 1974.

#### H.4.5. Information System Hosting, Operation, Maintenance or Use

For information systems that are hosted, operated, maintained, or used on behalf of FRTIB at non-FRTIB facilities, contractors are fully responsible and accountable for ensuring compliance with applicable Privacy Act, FISMA, NIST, FIPS, and FRTIB security and privacy directives and handbooks. The contractor security control procedures must be identical, not equivalent, to those procedures used to secure FRTIB systems. A privacy impact assessment (PIA) must also be provided to the COR and approved by FRTIB Privacy Office prior to operational approval. All external Internet connections involving non-FRTIB information systems must be reviewed and approved by FRTIB prior to implementation.

Adequate security controls for collecting, processing, transmitting, and storing of personally identifiable information, as determined by the FRTIB Privacy Office, must be in place, tested, and approved by FRTIB prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of FRTIB. These security controls need to be stated within the PIA and supported by a risk assessment. If these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

Outsourcing (contractor facility/contractor equipment/contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (C&A) of the contractor's systems in accordance with

NIST Special Publication 800-37 and FRTIB EISRM Directive and a privacy impact assessment of the contractor's systems prior to operation of the systems. FRTIB-owned (FRTIB facility/FRTIB equipment) contractor-operated systems, third party or business partner networks require a system interconnection agreement and a memorandum of understanding (MOU) which detail what data types will be shared, who will have access, and the appropriate level of security controls for all systems connected to FRTIB networks.

The contractor must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the FRTIB contracting officer and the information security officer (ISO) for entry into FRTIB's Plan of Action and Milestone (POA&M) management process. The contractor will use FRTIB's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the FRTIB. Contractor procedures will be subject to periodic, unannounced assessments by FRTIB officials. The physical security aspects associated with contractor activities will also be subject to such assessments. As updates to the system occur, an updated PIA must be submitted to the FRTIB Privacy Office through the COTR for approval.

All storage media used within non-FRTIB owned information systems that is used to store, process, or access FRTIB sensitive information must have all FRTIB sensitive information removed, cleared, sanitized, or destroyed in accordance with FRTIB policies and procedures (including its Media Protection Policy) upon: (1) completion or termination of the contract or (2) disposal or return of the storage media by the contractor or any person acting on behalf of the contractor, whichever is earlier.

#### H.4.6. Security Incident Investigation

The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to FRTIB assets, or sensitive information, or an action that breaches FRTIB security procedures. Even if outside regular business hours, the contractor shall immediately (within one (1) hour of first becoming aware) notify the Contracting Officer Representative (COR) and simultaneously, the designated Information System Security Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor has access.

To the extent known by the contractor, the contractor's notice to FRTIB will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the FRTIB information/assets were placed at risk or compromised), and any other information that the contractor considers relevant.

The contractor will simultaneously report the incident to the appropriate law enforcement entity (ies) of jurisdiction in instances of theft or break-in or other criminal activity. The contractor, its employees, and its subcontractors and their employees will cooperate with FRTIB and any law enforcement authority responsible for the

investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor will cooperate with FRTIB in any civil litigation to recover FRTIB information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

The FRTIB shall have the right to participate in any investigation relating to a suspected or actual breach and, pursuant to such an investigation, shall have access to any and all related data including but not limited to affected files, systems, briefings, devices (including hard drives), and interim as well as final reports and analyses.

To the extent practicable, the contractor shall mitigate any harmful effects on individuals whose FRTIB information was accessed or disclosed in a security incident. In the event of a data breach with respect to any FRTIB Sensitive Information processed or maintained by the contractor or subcontractor under the contract, the contractor is responsible for liquidated damages to be paid to FRTIB.

Contractor shall bear the losses and expenses (including attorneys' fees) associated with a data breach, including, without limitation, any costs (1) of providing notices of a data breach to affected individuals and to applicable regulatory bodies and (2) of remedying and otherwise mitigating any potential damage or harm of the incident, including, without limitation, establishing call centers, providing credit monitoring, or credit restoration services.

#### H.4.7. Security Controls Compliance Testing

On a periodic basis, FRTIB reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the FRTIB, the contractor shall fully cooperate and assist in an FRTIB-sponsored security controls assessment at each location wherein FRTIB information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of FRTIB. The FRTIB may conduct a security control assessment on shorter notice (to include unannounced assessments) determined by FRTIB in the event of a security incident or at any other time.

#### H.4.8. Security and Privacy Training

All contractor employees and subcontractor employees requiring access to FRTIB information and FRTIB information systems shall complete the following before being granted access to FRTIB networks:

(1) Sign and acknowledge understanding of and responsibilities for compliance with the attached Rules of Behavior relating to access to FRTIB information and information systems;

(2) Successfully complete FRTIB Cyber Security Awareness training and annual refresher training as required;

(3) Successfully complete FRTIB General Privacy training and annual refresher training as required; and

(4) Successfully complete any additional cyber security or privacy training, as required for FRTIB personnel with equivalent information system access [to be defined by the FRTIB program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

The contractor shall provide to the contracting officer a copy of the training certificates for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required. It is the Contractor's responsibility to ensure the Agency is notified of new staff members who require training.

Failure to complete this mandatory training within the timeframe required will be grounds for suspension or termination of all physical and/or electronic access privileges and removal from work on the contract until such time as the training is completed.

#### H.4.9. Contractor Requirements, Confidentiality and Non-Disclosure

Contractor personnel will have access to some privileged and confidential materials of the FRTIB. These printed and electronic documents are for internal use only, are not to be copied or released without permission, and remain the sole property of the FRTIB. These materials are protected by the Privacy Act of 1974 (revised by PL 93-5791). Unauthorized disclosure of Privacy Act covered materials is a criminal offense.

The preliminary and final deliverables and all associated working papers, application source code, and other material which has been generated by the Contractor in the performance of this SOW are the exclusive property of the FRTIB.

The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this SOW. The Contractor shall release no information. Any request for information relating to this SOW presented to the Contractor shall be submitted to the CO for response.

The Contractor recognizes that in the performance of this contract the Contractor may receive or have access to sensitive information, including information provided on a proprietary basis by other private or public entities. The Contractor agrees to safeguard these privileges and use the information exclusively in the performance of this contract. The Contractor shall follow all FRTIB rules and regulations regarding information security to prevent disclosure of sensitive information to unauthorized individuals or organizations.

The Contractor shall maintain physical security in accordance with NIST, and EISRM requirements at all facilities housing the activities under this SOW, including any subcontractor facilities. The Contractor shall ensure that security procedures are



defined and enforced to ensure all personnel who are provided access to patient data must comply with published procedures to protect the privacy and confidentiality of such information as required by FRTIB.

Privacy Act Notification: FAR 52.224-1 – “Privacy Act Notification” and 52.224-2 – “Privacy Act” apply to this contract.

#### H.4.10. Proprietary Information Requirement

a. The contractor may be required to negotiate agreements with commercial system vendors relating to non-disclosure of vendor-proprietary information. If the contractor uses copyright or otherwise licensed software in any deliverable under this order, the contractor must secure unlimited use rights for the Agency. In addition, the contractor is required to pass all software licenses on to the FRTIB within 30 days after completion of the tasks.

b. The contractor shall limit access to the minimum number of employees necessary for order performance for all information considered sensitive or proprietary in nature. If the contractor is uncertain of the sensitivity of any information obtained during the order then the contractor has a responsibility to ask the FRTIB representative.

c. The contractor shall indoctrinate all personnel employed by the contractor and any subcontractors involved in this order on their roles and responsibilities for proper handling and nondisclosure of sensitive FRTIB or proprietary information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information shall be used for the profit of any party other than those furnishing the information.

#### H.4.11. Security: Information System Security

The contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with FRTIB standard operating procedures and standard contract language, conditions laws, and regulations. The contractor's firewall and web server shall meet or exceed the FRTIB minimum requirements for security. All FRTIB data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the FRTIB COR and the Information Security Officer as soon as possible. The contractor shall follow all applicable FRTIB policies and procedures governing information security, especially those that pertain to certification accreditation.

#### H.4.12. Security Requirements for Unclassified Information Technology Resources.

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and FRTIB policies as FRTIB personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at: <http://checklists.nist.gov/>.

(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in the Agency's EISRM policies which are in Section J.

H.4.13. Security Audits. (a) At least once every twelve (12) months following the Contract signing date, Contractor, at its own expense, shall cause to be conducted a SSAE 16 audit (or any successor standard) on its operations, and the operations of its affiliates and subcontractors that are involved in the provision of the Services under this Contract. The SSAE 16 Audit shall be performed by an independent auditing firm registered and in good standing with the Public Company Accounting Oversight Board and any successor thereto. The time period covered for each annual SSAE 16 Audit shall be for October 1 through September 30. Contactor shall provide the Agency with:

***the auditor's scope, description of controls, testing results and opinion, as well as the auditor's recommendations and any required planned or completed corrective actions ;complete copies of such reports; and Contractor corrective action plans (if any) with committed delivery dates related to the results of such SSAE 16 Audit. Any failure to meet such corrective action plan shall be deemed a material breach of this Contract.***

**If any SSAE 16 Audit as set forth above results in a qualified opinion, upon the first such occurrence, the Contractor shall perform such corrective plan in accordance with the committed delivery dates to successfully resolve the applicable deficiency.**

**The Parties agree that such second occurrence of a SSAE 16 Audit resulting in a qualified opinion shall be deemed a material breach of this Contract and a default and the Agency may terminate this Contract. For the avoidance of doubt, no early termination fees shall apply in connection with such a termination.**

**Security Audit. No more than once each calendar year, the Agency reserves the right, upon commercially reasonable notice, to conduct a full security audit, including, but not limited to, penetration or vulnerability testing of Contractor's network and systems.**

H.4.14. Personnel Security.

All Contractor staff assigned to work under this Contract must be U.S. citizens or resident aliens with current valid green cards.

Screening. Contractor will not allow any of its employees to access Agency information and systems except to the extent that an employee needs access in order to facilitate work under this contract, and Contractor shall coordinate with Agency to ensure that all such individuals are screened according to the EISRM policies and standards prior to being provided access to Agency information and systems. The level of screening shall be dependent upon a risk designation assigned to this Contract and the individual's responsibilities and access required to perform services. Contractor shall ensure that all individuals on the Contract are re-screened according to the EISRM's policies and standards. Failure to coordinate these rescreening activities could result in individuals being denied access.

Termination. Contractor shall notify the COR and designated Agency security administration function(s) of the termination of any individual assigned to work on this Contract not more than 2 hours after termination. Contractor shall retrieve any and all credentials, property, documentation, etc. from the terminated employee. Contractor shall ensure that at all times it retains complete control of Contractor- and Agency-owned information systems and information.

Transfer. Contractor shall notify the COR and designated Agency security administration function(s) of the transfer of any individual permanently assigned to work on this Contract between major Services functions not more than 2 business days after the effective date of the transfer.

Agreements. Contractor shall ensure that all individuals assigned to perform Services on this Contract periodically accept and sign Non-Disclosure Agreements, Rules of Behavior, and applicable Ethics Agreements.

Access Control. Contractor shall immediately (within 24 hours) revoke all system access rights and restrict security (e.g., access badges) of its personnel who are no longer employed on this contract. Contractor shall document its compliance with this requirement upon Agency request.

Sanctions. For Agency review, Contractor shall maintain a system of sanctions against individuals who perform Services under this Contract for failure to comply with any Contractor or Agency security requirements.

(End of Clause)

#### **H.5. Travel**

The contractor shall obtain approval from the COR prior to traveling. Airfare for travel and per diem expenses will be subject to government travel management policy and the Federal Travel Regulation, and will be reimbursable in accordance with current allowances as specified on the GSA website. The contractor is responsible for making all necessary travel arrangements.

(End of Clause)

#### **H.6. Contract Transition Period**

The Contractor recognizes that the work and services covered by this contract are vital to the FRTIB mission and must be maintained without interruption; at the commencement, at anytime work is to be “returned to the Agency” (contract down-scope), and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

H.6.A. Upon follow-on contract award, the Contractor shall continue to produce products and provide services similar in nature to those being produced; and,

H.6.B. Upon contract expiration or contract down-scoping, a Successor may continue to produce products and provide services.

H.6.C. The Contractor agrees to exercise its commercially reasonable efforts, as defined by case law and cooperation to effect an orderly and efficient transition from the Contractor (upon contract award) and to a Successor as further described in this section.

H.6.D. The Contractor shall in conjunction with FRTIB, prepare, submit and implement a Phase-Out Plan defining activities and schedules necessary to meet contract production delivery, services, and other deliverable requirements. Coordination with the Contractor may start sooner than CO's notification and Contractor's support may be utilized for longer than 180 days. The Phase-Out Plan shall be submitted six months in advance of the expiration of the final Agency exercised option period, regardless of the date of CO notification to the Contractor to provide support. The Contractor shall assume full responsibility for work until assumption thereof by the Successor Contractor. Execution of the proposed Phase-Out Plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval. The Phase-Out Plan is subject to the CO's approval, and shall:

(a) Identify the specific work activities and supporting instruments required of both the Contractor and Successor to support the Successor's Phase-In, and the dates by which such work must be accomplished. Phase-Out Plan topics and related tasks should include items such as, but not limited to, the following:

- A personnel training program and a date for transferring responsibilities for each division of work described in the Plan. All work performed by the Contractor must be included in the Phase-Out Plan.
- Transfer/novation of licenses, permits, leases, and subcontracts; or support activities related to replacement of non-transferable instruments, including transfer of shared environments (e.g., SharePoint and contents), hardware warranties/licenses, and software licenses.
- Review, evaluation and transition of all current support services and work processes.
- Information regarding in-process Agency-funded work that may necessarily be transferred from the Contractor to the Successor for completion.
- Conversion of all current and historical financial and participant data as-is for processing to the successor Contractor with no retention of original or copied data by Contractor on work stations or other media.

- Access to personnel of prime and sub-contractor employees as permitted by law and regulation.
- Non-interference access to operating areas, with required security clearance or waiver by FRTIB.

H.6.E. Upon CO's written notice, the Contractor shall execute the approved Phase-Out Plan:

- (1) Coordinate with designated FRTIB personnel. Maintain and provide status information showing Phase-Out tasks, progress on each task, and expected completion dates.
- (2) Coordinate with successor Contractor to complete Phase-Out to Phase-In tasks. FRTIB will approve completion of tasks.
- (3) Provide sufficient experienced personnel during the Phase-Out period to ensure that the services and production in this contract are realized without interruption.
- (4) Transfer all business and/or technical documentation, including creation and transfer of gaps in documentation.
- (5) Transfer of all compiled and uncompiled source code, to include all versions, maintenance updates and patches for all file sets.
- (6) Orientation phase and program to introduce successor Contractor to TSP and Agency personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes.
- (7) Disposition of Contractor purchased/Agency owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.
- (8) Transfer of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
- (9) Applicable Agency debriefing and personnel out-processing procedures.
- (10) Turn-in of all Agency keys, ID/access cards, and security codes.

H.6.F. The Contractor agrees to negotiate in good faith with the Agency and Successor Contractor for the timely and cost effective execution of work activities performed pursuant to this section and the associated Phase-Out Plan. Unless otherwise approved by the CO in advance, Phase-Out work performed by the successor Contractor shall be invoiced to the Agency, as provided with the Agency budget. Agreements between the Successor Contractor and Contractor defining the work content, terms, and conditions, shall be separate and apart from this section. The Agency has included a Phase-

Out/Phase-In section in the successor Contractor's contract requiring the successor to act in good faith.

(End of Clause)

## **H.7. Conflicts of Interest**

H.7.A. General. Subpart 9.5 of the Federal Acquisition Regulation (48 C.F.R. 9.5), prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

H.7.B. Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest which might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation, as Offeror or representative of an Offeror, in a procurement in which it has provided assistance in the preparation of the Agency's requirements and specifications; a Contractor providing advice and/or assistance to the Agency for a procurement in which the Contractor or an entity that the Contractor represents is an actual or potential Offeror; and a Contractor's participation, as Offeror or representative of an Offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing Offerors as a result of the Contractor's work on prior contracts.

H.7.C. Definition. For purposes of this clause, the term "Contractor" means: The Contractor; any of the Contractor's parent companies, affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

H.7.D. Restrictions. The Contractor agrees:

- (1) To remain ineligible to participate in any capacity (including participating as a prime contractor, subcontractor, or as the representative of another party) in contracts, subcontracts, or quotes (whether solicited or unsolicited) that directly relate to the Contractor's performance of work under this Contract.
- (2) Prior to beginning work, to execute Confidentiality Agreements, Statements of Non-Disclosure or other documents which the CO believes are needed to protect the proprietary nature or confidentiality of information provided by the Agency or otherwise received by the Contractor in connection with work under this Contract.
- (3) Not to accept any compensation or any other form of payment from any source other than the Agency for services rendered under this Contract.
- (4) To immediately notify the CO of any offer of compensation, other form of payment, or thing of value made by any source other than the Agency to the Contractor related to services rendered under this Contract.

(5) Prior to performing work, immediately notify the CO of any potential conflict of interest which would prevent or limit the Contractor's ability to perform the work requested.

(6) To immediately notify the CO of any conflict of interest discovered during performance of work; provided that the CO will have the right to impose such restrictions as he/she deems appropriate on Contractor's performance, based on the existence of such a conflict or, if the CO determines that such restrictions would not adequately address the conflict of interest at issue, to terminate this contract at no cost to the Agency.

(7) That in the event that the Contractor withholds information regarding the existence of a conflict of interest from the Agency; the CO may terminate this Contract at no cost to the Agency.

(8) To include this Conflict of Interest clause, including this subparagraph, in all subcontracts at all tiers (appropriately modified to preserve the Agency's rights hereunder) which involve the performance of work by subcontractors (if any) in support of this Contract.

(9) In addition to the remedies stated above, that the Agency may terminate this Contract for cause in the event of the Contractor's breach of any of the above restrictions.

(End of Clause)

#### **H.8. Compliance With Regulations.**

The Contractor shall comply with all statutes, regulations, directives, instructions, and references applicable to this acquisition as required by the Federal Government and the TIB, including, without limitation, those specified or referred to in this contract. The Contractor and its employees shall become acquainted with and shall comply with the rules and regulations of the TIB's facilities, including, but not limited to security, controlled access, personnel clearances, and conduct with respect to health and safety at the site, regardless of whether or not title to the facility is vested in the TIB.

NOTE: The Federal Retirement Thrift Investment Board (TIB or Agency) is a Government agency operating on non-appropriated funds whose mission is to act solely in the interests of the Thrift Savings Plan participants and beneficiaries. As a non-appropriated fund agency, it is not bound by the Federal Acquisition Regulation (FAR).

(End of Clause)

#### **H.9. Non-Disclosure Requirements.**

Attachment J.2 is a required non-disclosure form and it must be completed and delivered to the CO before performing work under this contract.

H.9.A. Restrictions on Use, Disclosure, and Duplication of Confidential and Non-Public Information. Confidential and non-public information, for purposes of this clause is, but is not limited to, all financial, statistical, personnel and/or technical data which is furnished, produced, generated, or otherwise available to the Contractor, during the performance of this contract. Unless otherwise specified, confidential and non-public information shall not be used for purposes other than performance of work under this contract without the prior written consent of the CO. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel are restricted from duplicating or disclosing confidential or non-public information, in whole or in part, outside the TIB for purposes other than fulfillment of the requirements set forth in this contract. Any presentation of any confidential or non-public information, or any reports or material derived from confidential or non-public information shall be subject to CO review and approval prior to publication or dissemination. Any questions about whether information is confidential or non-public shall be referred to the CO prior to use, disclosure, or duplication.

H.9.B. Non-Disclosure Agreement For Confidential And Non-Public Information. Section 2635.703 of title 5, Code of Federal Regulations, and the Privacy Act of 1974 (5 U.S.C. § 552a) expressly prohibit unauthorized disclosure and improper use of confidential or non-public information or documents. The Contractor, and its employees, agents, subcontractors, and subcontractor personnel who will have access to confidential or non-public information or documents in the performance of the contract, agree to be bound by Section 2635.703 of title 5, Code of Federal Regulations, and the Privacy Act of 1974 (5 U.S.C. § 552a) and the terms set forth in the attached Non- Disclosure Agreements (Attachment 2). The Contractor and all personnel assigned to the contract agree not to divulge to any unauthorized person non-public or confidential information obtained from the FRTIB in performance of their duties under the contract. Violation of this clause by the Contractor, its employees, agents, subcontractors, or subcontractor personnel may result in termination of the contract and/or civil suits and/or criminal prosecution.

(End of Clause)

#### **H.10. Approval of Subcontracts.**

The Agency reserves the right to approve or disapprove any subcontract and a subcontractor selected. Therefore, the Contractor shall obtain the CO's approval of all subcontractors and provide copies of subcontracts for any work required by this contract.

(End of Clause)

#### **H.11. Personnel.**



The Contractor shall provide skilled personnel required for the effective and efficient performance of this contract.

H.11.A. Point Of Contact. The Contractor shall designate a point of contact that is available during normal business hours and a point of contact that will be on-call during non-business hours in case of emergencies.

| Name | Telephone Number |
|------|------------------|
|      |                  |
|      |                  |
|      |                  |
|      |                  |
|      |                  |
|      |                  |

H.11.B Key Personnel. The Contractor must include in its proposal, by name and capacity, the key personnel to be assigned to perform and carry out all phases of work under this contract. The Contractor's key personnel include the following:

| Name | Capacity | Telephone Number |
|------|----------|------------------|
|      |          |                  |
|      |          |                  |
|      |          |                  |
|      |          |                  |
|      |          |                  |
|      |          |                  |

The individuals named above are considered key personnel and are essential for the successful completion of all work assigned under this contract. In the event any individual on the list of key personnel is to be removed or diverted from this contract, the Contractor must (1) notify the Contracting Officer; (2) supply written justification as to why the individual(s) is being removed or diverted; and, (3) provide resume of the proposed substitute or replacement including the education, work experience, etc., of each new person for Agency approval. All notifications and other information must be submitted to the Contracting Officer at least 14 calendar days in advance of the action.

The Contractor must not, under any circumstances, remove or divert key personnel unless prior written authorization has been granted by the Contracting Officer. The person replacing the key person must have the same or higher qualifications and experience as the person replaced.

(End of Clause)

## H.12. Contractor Responsibilities/Standards Of Conduct.

The TIB will not exercise any supervision over the Contractor's employees. The Contractor's employees, if on-site at TIB facilities under this contract, shall only engage in duties specified in this contract, and not in other business, or political, charitable or other duties. The Contractor shall not recruit on TIB premises or otherwise act to disrupt official TIB business. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Contractor shall include the substance of this clause in any of its subcontracts.

(End of Clause)

### **H.13. Contractor Consent to Background Investigation**

Contractor personnel shall be required to undergo a U.S. Government background investigation. Based on the nature of contractor staff's tasks and access, the required level of contractor staff's background investigation will be determined by FRTIB staff. Such a background investigation may be the equivalent of an Office of Personnel Management National Agency Check Inquiry (NACI), Minimum Background Investigation (MBI), Background Investigation (BI), or a background investigation appropriate for matters dealing with national security, and may include, but is not limited to, an FBI fingerprint check, credit check, inquiries into current and past employers, schools attended, references, and local, state, and federal law enforcement authorities criminal records check.

All completed background investigation will be adjudicated by an FRTIB Personnel Security Officer for a Fitness Determination. If a contractor employee receives an unfavorable fitness determination, it is the responsibility of the Contractor to provide a replacement in accordance with the contract.

NOTE: "Contractor Employee Fitness" is the level of character and conduct determined necessary for an individual to perform work for or on behalf of a Federal agency as a contractor employee. "Fitness determination" means a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a Federal agency as a contractor employee. A favorable fitness determination is not a decision to appoint or contract with an individual.

Contractors will be responsible for the cost associated with conducting Agency sponsored background investigations for its staff.

Contractor shall ensure their employees and those of their subcontractors have the proper credentials allowing them to work in the United States. Persons later found to be undocumented or illegal aliens will be remanded to the proper authorities.

The Contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this clause. Furthermore, nothing in this clause shall excuse the Contractor from proceeding with the contract as required.

(End of Clause)

#### **H.14. Confidential Information.**

All information received by the contractor as a result of performance of this contract is confidential and is subject to the Privacy Act. The Contractor and contractor personnel shall maintain this information in strict confidence and shall not disclose this information, or any information obtained as the result of its performance of this contract, to any person or entity, other than employees or bona-fide contractors of the FRTIB, without the prior written approval of the Agency. The contractor and contractor personnel shall not disclose this information to any person or entity or otherwise make any improper use of this information during or after the performance period of this contract. The contractor and contractor personnel shall maintain this information in strict confidence and shall make no changes to the information except as necessary in the performance of the contract. The contractor and contractor personnel and their successors are prohibited forever from using this information for their personal or business gain, personally or for another, directly or indirectly, without prior written approval of the Agency. This provision/clause, or a provision/clause with an identical effect, shall be placed in any subcontracts.

(End of Clause)

#### **H.15. Advertising and Releasing of Information.**

The contractor must not publicize or advertise in relation to this contract without the prior written approval of the Agency. Also, the Contractor may not release information or report on its performance under the contract without the prior written approval of the Agency.

(End of Clause)

#### **H.16. RESERVED**

(End of Clause)

#### **H.17. Contingency Re-Opener.**

Should the Board exercise its authority to execute an in-scope modification, the FRTIB Contracting Officer and the Contractor shall re-negotiate the pricing. Prior to reaching a bi-lateral agreement, the FRTIB Contracting Officer and technical staff will evaluate the proposed pricing to ensure it is realistic and reasonable.

(End of Clause)

#### **H.18. Contractor Code of Business Ethics and Conduct (6 June 2012).**

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the agency of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Federal Retirement Thrift Investment Board (FRTIB or agency) auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR as applicable, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics *and conduct*.

- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
    - (i) Have a written code of business ethics and conduct; and
    - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
  - (2) The Contractor shall—
    - (i) Exercise due diligence to prevent and detect criminal conduct; and
    - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
  - (3)(i) The Contractor shall timely disclose, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
    - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
    - (B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).
  - (ii) The agency, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the agency to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The agency may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
  - (iii) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the FRTIB Chief Risk Officer, as well as the Office of the Inspector General (OIG) of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system.
- This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The

Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with agency contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of agency contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any agency contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one agency contract, the Contractor may make the disclosure to the FRTIB Chief Risk Officer and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Government-wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the FRTIB Chief Risk Officer, as well

as the Office of the Inspector General (OIG) of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The agency will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause. (G) Full cooperation with any agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$1,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the FRTIB Chief Risk Officer, with a copy to the Contracting Officer. (End of clause)

(End of Clause)

## **H.19. Limitation of Agency's Obligation**

The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at

which the total amount payable by the Agency, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(End of Clause)

## **H.20 IDIQ Task Ordering and Core Software Change Request Procedures**

### **H.20.A - TASK ORDERING PROCEDURE**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the Contract and as specified in the schedule. The Contractor may incur costs under this Contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the Contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

NOTE: The Agency will indicate potential organizational conflict of interest when the task order is for a significant change (e.g., the replacement of a major system component), before proceeding further.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any



other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **14** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task response conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance/quality assurance standards, as required.

(5) Maximum dollar amount authorized (CPFF, T&M, FFP).

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within **1** calendar days after receipt of the task order.

(f) On rare occasions, if time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order including a ceiling price may be issued. The task order will be definitized within 30 calendar days of the issuance of the task order.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

#### H.20.B - Core Software Change Request (SCR) Procedures

- a. FRTIB or Contractor staff must enter core system software changes into the Serena Business Manager (SBM) tool before any work is performed. SBM is used to track the initiation and disposition of a project throughout the software development life cycle.
- b. No work shall occur prior to FRTIB approval.

(End of Clause)

**H.21 USE OF CONTRACTOR PERSONNEL**

Reserved.

(End of Clause)

**H.22 OPERATING LEVEL AGREEMENTS (OLA) FOR TESS ACTIVITIES**

(a) The success of the TESS Contract is dependent on the efforts of multiple Contractors. At a minimum, the Contractor shall develop, maintain and adhere to OLAs with the following contracts and their successors:

- i. Investment Manager(s)
- ii. Annuity Vendor(s)
- iii. Call Centers
- iv. Data Entry
- v. Agency Technical Support, Operations, and Special Processing
- vi. Legal and Death Processing
- vii. Fulfillment (Printing and Mailing)

The Contractor shall develop, maintain and adhere to OLA's with any other interfaces the Contractor deems necessary to avoid negatively impacting the TESS contract work.

The Contractor shall make all OLA's available to the TESS Contracting Officer (CO) and Contracting Officer's Representatives (COR).

(b) The Contractor shall document agreements with other FRTIB Contractors described in (a) above via Operating Level Agreements. The Agency will not be a party in such Operating Level Agreements. All costs associated with such agreements are included in the negotiated price of this contract. Any additional OLA required shall be developed, modified and kept current at no additional cost to the Agency. In order to achieve efficient and effective implementation of TESS operations; the Contractor shall establish the means for coordination and exchange of information with other FRTIB Contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements. The Contractors are strongly encouraged to seek out and foster cooperative efforts that will benefit TESS contract work with increased safety, efficiency, and productivity.

(c) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of the failure to resolve a disagreement with any of the other FRTIB contractors. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Agency.

(End of Clause)

**H.23 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST.**

- (a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan and its obligations are hereby incorporated in the contract by reference.
- (b) Changes.
  - (1) Either the Contractor or the Agency may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.
  - (2) In the event that the Agency and the Contractor cannot agree upon a mutually acceptable change, the Agency reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Agency or other FRTIB contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer will direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms "Contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Agency's rights.

(End of Clause)

**H.24 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD.**

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall

include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

- (b) Mitigation Plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of Clause)

## **H.25 SECURITY CLASSIFICATION REQUIREMENTS**

Selected work performed under this contract requires that individuals performing components of the work possess a U.S. Government SECRET clearance. The work requiring a SECRET clearance includes:

- Application Development Management (mainframe and distributed)
- Application Development Team Leads (PSR, Reporting)
- Security Administration
- OmniPlus Administration
- OmniScript Developer(s)
- Mainframe Scheduling Management
- Network Management
- Application Testing (PSR, Reporting)
- Application Requirements

This work is currently performed by 8-14 individuals.

(End of Clause)

## **H.26 SERVICE OF PROTEST**

Protests, as defined in section 31.101 of the Federal Acquisition Regulation, must be filed directly with the Agency and shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from 77 K St NE, Suite 1000, Washington, DC 20002. (End of Clause)

(End of Clause)

## **H.27 ERRORS AND OMISSION INSURANCE REQUIREMENT**

Contractor represents and warrants that it has and will maintain insurance covering all operations under this Agreement, including professional errors and omissions insurance in an amount not less than \$1 million per occurrence. All insurers shall be licensed by the state of New York and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions.

(End of Clause)

## **H.28 DISPUTE RESOLUTION**

At all times during the length of this agreement, both parties will attempt, in good faith, to resolve any disagreements.

Should either party believe it has an unresolved claim against the other party arising out of this contract, it must first notify the other party of the nature of the claim and its proposed resolution or remedy in writing. Such a written claim must be submitted to the Contracting Officer.

Should the receiving party not respond within 30 calendar days to the claim, the aggrieved party may submit its claim to a mutually agreed upon arbitrator for resolution by binding arbitration.

Claims covered by this section may include those relating to significant errors as well as underperformance of a service-level agreement or other defined task.

Arbitration may address whether the aggrieved party has asserted a valid claim as well as whether the aggrieved party's proposed remedy (e.g., damages) is reasonable.

(End of Clause)

## **H.29 FIXED FEE DEDUCTION SCHEDULE**

Reserved.

(End of Clause)

## **H.30 SERVICE LEVEL MANAGEMENT TRANSITION**

Reserved.

(End of Clause)

(End of Section H)

## SECTION I - CONTRACT CLAUSES

1. The following clauses/provisions are provided in full text:

### 52.212-5 **Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Jul 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).  
\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).
- \_\_\_ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).
- \_\_\_ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of

Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

\_\_\_ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Oct 1995) of [52.219-7](#).

\_\_\_ (iii) Alternate II (Mar 2004) of [52.219-7](#).

\_\_\_ (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_ (ii) Alternate I (Oct 2001) of [52.219-9](#).

\_\_\_ (iii) Alternate II (Oct 2001) of [52.219-9](#).

\_\_\_ (iv) Alternate III (Jul 2010) of [52.219-9](#).

\_\_\_ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

\_\_\_ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

\_\_\_ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

\_\_\_ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

\_\_\_ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

x (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

x (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

X (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) ([38 U.S.C. 4212](#)).

\_\_\_ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_\_ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

X (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).

\_\_\_ (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

X (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).



- \_\_\_ (ii) Alternate I (Mar 2012) of [52.225-3](#).
- \_\_\_ (iii) Alternate II (Mar 2012) of [52.225-3](#).
- \_\_\_ (iv) Alternate III (Mar 2012) of [52.225-3](#).
- \_\_\_ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_\_ (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- \_\_\_ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_\_ (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- \_\_\_ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
- \_\_\_ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
- \_\_\_ (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_\_ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- \_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

\_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

\_\_\_ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

\_\_\_\_ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JUL 2012).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

*Alternate I (Feb 2000).* As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

*Alternate II (Jul 2012).* As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(E) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(F) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(G) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(H) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(I) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(J) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(K) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(L) [52.222-54](#), Employment Eligibility Verification (Jul 2012).

(M) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(N) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

## **FAR 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days prior to contract expiration. (End of Clause)

## **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 calendar days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years.

(End of clause)

## **2. Clauses incorporated by reference**

|          |                                 |          |
|----------|---------------------------------|----------|
| 52-202-1 | Definitions                     | JUL 2004 |
| 52.203-3 | Gratuities                      | APR 1994 |
| 52.204-7 | Central Contractor Registration | APR 2008 |

|           |   |           |
|-----------|---|-----------|
| 52.211-16 | Variation in Quantity                                       | APR 1984  |
| 52.211-17 | Delivery of Excess Quantities                               | SEP 1989  |
| 52.212-1  | Instructions to Offerors – Commercial Items                 | JUN 2008  |
| 52.212-4  | Contract Terms and Conditions--Commercial Items             | OCT 2008  |
| 52.225-13 | Restrictions on Certain Foreign Purchases                   | JUNE 2008 |
| 52.229-3  | Federal, State and Local Taxes                              | APR 2003  |
| 52.232-1  | Payments  | APR 1984  |
| 52.232-17 | Interest  | OCT 2008  |
| 52.232-25 | Prompt Payment  | OCT 2008  |
| 52.233-2  | Service of Protest  | SEP 2006  |
| 52.233-4  | Applicable Law for Breach of Contract Claim                 | OCT 2004  |
| 52.243-1  | Changes--Fixed Price  | AUG 1987  |
| 52.246-2  | Inspection of Supplies (Fixed Price)                        | AUG 1987  |
| 52.246-4  | Inspection of Services (Fixed Price)                        | AUG 1996  |
| 52.247-34 | F.O.B. Destination  | NOV 1991  |
| 52.249-2  | Termination for convenience of the Government (Fixed Price) | MAY 2004  |
| 52.249-4  | Termination for convenience of the Government (Services)    | APR 1984  |
| 52.249-8  | Default   | APR 1984  |
| 52.252-2  | Clauses Incorporated By Reference                           | FEB 1998  |
| 52.253-1  | Computer Generated Forms                                    | JUNE 1991 |

**NOTE: The Federal Retirement Thrift Investment Board (TIB or Agency) is a Government agency operating on non-appropriated funds whose mission is to act solely in the interests of the Thrift Savings Plan participants and beneficiaries. As a non-appropriated fund agency, it is not bound by the Federal Acquisition Regulation (FAR).**

End of Section I

**SECTION J – LIST OF ATTACHMENTS**

| #  | Title   |
|----|---|
| XX | Statement of Work   |
| XX | Non-Disclosure Agreement  |
| XX | FRTIB Directive 61 - Enterprise Information Security Program and Policy.pdf           |
| XX | FRTIB Directive 57 - Personal Identity Verification and Suitability Determination.pdf |
| XX | Access Control (AC) Policy_v0.9 FINAL.pdf   |
| XX | Audit and Accountability (AU) Policy_v1 FINAL.pdf                                     |
| XX | Configuration Management (CM) Policy_v1 FINAL.pdf                                     |
| XX | Contingency Planning (CP) Policy_v0.9 FINAL.pdf                                       |
| XX | EISRM Program Management (PM) Policy_v1 FINAL.pdf                                     |
| XX | Identification and Authentication (IA) Policy_v1 FINAL.pdf                            |
| XX | Incident Response (IR) Policy_v0.9 FINAL.pdf  |
| XX | Limited Personal Use (LPU) Policy v1.0 FINAL SIGNATURE.pdf                            |
| XX | Limited Personal Use (LPU) Policy v1.0 FINAL.pdf                                      |
| XX | Maintenance (MA) Policy_V1 FINAL.pdf  |
| XX | Media Protection (MP) Policy_v1 FINAL.pdf   |
| XX | Personnel Security (PS) Policy_v0.9 FINAL.pdf   |
| XX | Physical and Environmental Security (PE) Policy_v0.9 FINAL.pdf                        |
| XX | Risk Assessment (RA) Policy_v1 FINAL.pdf  |
| XX | Security Awareness and Training (AT) Policy_v1 FINAL.pdf                              |
| XX | Security Planning (PL) Policy_v1 FINAL.pdf  |
| XX | System and Communications Protection (SC) Policy_v0.9 FINAL.pdf                       |
| XX | System and Services Acquisition (SA) Policy_V0.9 FINAL.pdf                            |
| XX | System Authorization (CA) Policy_v1 FINAL.pdf   |
| XX | Systems and Information Integrity (SI) Policy_V0.9 FINAL.pdf                          |
| XX | FRTIB Banned Technologies   |
| XX | Appendix B.1—Data Center Hardware   |
| XX | Appendix B.2—Data Center Software   |
| XX | Appendix B.3—Client Facility Locations  |
| XX | Appendix B.4—Policies, Procedures and Standards                                       |
| XX | Appendix B.5—Data Center Agreements and Licenses                                      |
| XX | Appendix B.6—Data Center-Related Work in Progress                                     |
| XX | Appendix B.7—Data Center-Related Future Initiatives                                   |
| XX | Appendix B.8—Data Center Baseline Projections   |
| XX | Appendix D.1 – Data Network Hardware  |
| XX | Appendix D.2 – Data Network Software  |
| XX | Appendix D.3 - Network Circuits   |
| XX | Appendix D.4 - Network Topology   |
| XX | Appendix D.5 - Client Facility Locations  |
| XX | Appendix D.6 –Policies, Procedures and Standards                                      |



| #  | Title  |
|----|--|
| XX | Appendix D.7 – Data Network Agreements and Licenses                      |
| XX | Appendix D.8 – Network Related Work in Progress                          |
| XX | Appendix D.9 - Network Related Future Initiatives                        |
| XX | Appendix D.10 – Data Network Baseline Projections                        |
| XX | Appendix E.1 – Voice Network Hardware                                    |
| XX | Appendix E.2 – Voice Network Software                                    |
| XX | Appendix E.3 – Voice Network Circuits                                    |
| XX | Appendix E.4 - Voice Network Applications and Data Sets                  |
| XX | Appendix E.5 – Client Facility Locations                                 |
| XX | Appendix E.6 – Voice Network Services Policies, Procedures and Standards |
| XX | Appendix E.7 – Voice Network Systems Features and Functions              |
| XX | Appendix E.8 – Voice Network Agreements and Licenses                     |
| XX | Appendix E.9 – Voice Network Related Work in Progress                    |
| XX | Appendix E.10 - Voice Network Related Future Initiatives                 |
| XX | Appendix E.11-Voice Network Baseline Projections                         |
| XX | Appendix C.1—End User Hardware   |
| XX | Appendix C.2— End User Hardware Devices Software & Core Images           |
| XX | Appendix C.3—Client Facility Locations                                   |
| XX | Appendix C.4-Policies, Procedures, and Standards                         |
| XX | Appendix C.5—End User Device Agreements and Licenses                     |
| XX | Appendix C.6—End User Related Work in Progress                           |
| XX | Appendix C.7—End User Related Future Initiatives                         |
| XX | Appendix C.8-End User Devices Baseline Projections                       |
| XX | Appendix F.1—Service Desk Supported Hardware                             |
| XX | Appendix F.2—Service Desk Supported Software                             |
| XX | Appendix F.3—Service Desk Software, Tools and Knowledge Databases        |
| XX | Appendix F.4—Client Facility Locations                                   |
| XX | Appendix F.5—Service Desk Policies, Procedures, and Standards            |
| XX | Appendix F.6—Service Desk-Related Work in Progress                       |
| XX | Appendix F.7—Service Desk-Related Future Initiatives                     |
| XX | Appendix F.8—Service Desk Baseline Projections                           |
| XX | Appendix G.1 – FRTIB Applications, Programs and Databases                |
| XX | Appendix G.2 - Client Facility Locations                                 |
| XX | Appendix G.3 – Specific and Generic Development Environment Components   |
| XX | Appendix G.4 – Application Policies, Procedures, and Standards           |
| XX | Appendix G.5 – Application Development Tools and Standards               |
| XX | Appendix G.6 – Application Agreements and Licenses                       |
| XX | Appendix G.7 – Applications Related Work-in-Progress                     |
| XX | Appendix G.8 – Applications Related Future Initiatives                   |
| XX | Appendix G.9 – Applications Baseline Projections                         |
| XX | Appendix H.1—Contractor Recordkeeping Facilities                         |
| XX | Appendix H.2—Recordkeeping Policies, Procedures and Standards            |



| #  | Title   |
|----|---|
| XX | Appendix H.3—Recordkeeping Agreements and Licenses    |
| XX | Appendix H.4—Recordkeeping-Related Work in Progress   |
| XX | Appendix H.5—Recordkeeping-Related Future Initiatives |
| XX | Appendix H.6—Recordkeeping Baseline Projections       |
| XX | FRTIB/OTS Organization Chart                          |
| XX | Labor Category and Skill Level Descriptions           |
| XX | Historical Labor Categories and Hours Information     |

End of Section J

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.acqnet.gov/far/>

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 52.204-8 Annual Representations and Certifications (OCT 2003)

As prescribed in 4.1202, insert the following provision:

##### Annual Representations and Certifications (Jan 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date  | Change |
|--------------|-------|-------|--------|
| _____        | _____ | _____ | _____  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

End of Section K

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

Provision(s) at the beginning of this Section are incorporated by **reference**, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Agency include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision.

The following contract provisions pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISION

| <u>NUMBER</u> | <u>DATE</u> | <u>TITLE</u>  |
|---------------|-------------|---|
| 52.214-34     | APR 1991    | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE                              |
| 52.214-35     | APR 1991    | SUBMISSION OF OFFERS IN U.S. CURRENCY                                     |
| 52.215-1      | JAN 2004    | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION                        |
| 52.215.22     | OCT 2009    | LIMITATIONS ON PASS-THROUGH CHARGES– IDENTIFICATION OF SUBCONTRACT EFFORT |
| 52.222-46     | FEB 1993    | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES                     |
| 52.232-38     | MAY 1999    | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER            |
| 52.237-10     | OCT 1997    | IDENTIFICATION OF UNCOMPENSATED OVERTIME                                  |

(End of Provisions Incorporated By Reference)

### L.2 CURRENT PERFORMANCE LOCATIONS (FOR INFORMATIONAL PURPOSES ONLY)

In addition to work currently performed at the incumbent contractor's facility, some work is currently being performed at the following remote locations:

- Fairfax, Virginia
- Leawood, Kansas
- Birmingham, Alabama
- Metairie, Louisiana
- Hilton Head, South Carolina

(End of Provision)

**L.3            TYPE OF CONTRACT**

FRTIB contemplates issuing a Cost Plus Fixed Fee contract with Indefinite Delivery, Indefinite Quantity (IDIQ) task orders that may be either Cost Plus Fixed Fee, Firm Fixed Price or Time and Materials. All costs associated with the phase-in of this Contract are Firm-Fixed Price and will be handled by a separate purchase order/contract.

(End of Provision)

**L.4            PRESOLICITATION CONFERENCE**

(a) A presolicitation conference will be held on December 14, 1:00 – 3:00 PM at the Marriott Inn & Conference Center University of Maryland University College, located at 3501 University Boulevard E, Hyattsville, MD 20783-7998. In the event changes to the time and place occur, they will be posted to the FRTIB web page, [www.frtib.gov](http://www.frtib.gov); the information also will be posted at [www.fbo.gov](http://www.fbo.gov).

(b) Space is limited to 100. You must pre-register and may do so only through TESS-PM@tsp.gov. State “Presolicitation Conference Request” in the Subject line of your e-mail and provide your name and company you are representing. Attendance is limited to 2 per Prospective Offeror. Registration closes at 5 PM, Thursday, December 13. FRTIB will not post a list of attendees.

(c) Attendance at the presolicitation conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the proposal evaluation. After the conclusion of the conference, presentation materials will be posted to the website addresses provided above.

(d) Offerors are encouraged to hold their questions and comments on the draft RFP until after the presolicitation conference.

(End of Provision)

**L.5            PROPOSAL PAGE LIMITATIONS**

(a) The page limitations for each of the sections of the proposal submitted in response to this solicitation are defined in Paragraph L.6.13.2, “Proposal Arrangement, Page Limitations, Copies, and Due Dates”.

(b) A page is defined as one side of a 20lb bond sheet, 8 1/2" x 11", with at least 1-inch margins on all sides, using not smaller than 12 point (non-compressed)

Arial type. Smaller font sizes are acceptable for notional graphics such as computer screen mock-ups or form/report print-outs. Data utilizing font smaller than 12 point will be treated as a picture and will not be evaluated. Foldouts count as an equivalent number of 8 1/2" x 11" pages. For example an 11" x 17" foldout will be counted as two pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages, cover sheets, tables of contents, acronym listings (or a glossary of abbreviations), and requested cross reference lists (see Paragraph L.13.2(i)) are excluded from the page counts specified. Information contained on these pages will not be evaluated. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final proposal revisions are requested, separate page limitations will be specified in the request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Agency. They will be removed, sealed in an envelope and retained unopened.

(f) Offerors are highly encouraged to provide only the relevant information necessary to understand their proposal. Filling the page count with extraneous and/or repetitive information is highly discouraged.

(End of Provision)

## **L.6            DETERMINATION OF COMPENSATION REASONABLENESS**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each category of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted.

(b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or fixed-price subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's

total potential value, shall provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of Provision)

**L.7            ORGANIZATIONAL CONFLICT OF INTEREST**

Reserved.

(End of Provision)

**L.8            PROPOSAL ACCEPTANCE PERIOD**

Proposals submitted in response to this solicitation shall remain firm for at least **280 calendar days** after the date specified for receipt and shall contain a statement to this effect. In addition, Offerors shall insert “**350**” into Block 12 of Standard Form 33, Solicitation, Acceptance, and Award.

(End of Provision)

**L.9            COMMUNICATIONS REGARDING THIS SOLICITATION**

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Contracting Officer:

E-mail:            TESS-CO@tsp.gov

Questions regarding this solicitation shall be submitted electronically to the above e-mail address by **December 19, 2012 at 5:00 PM Eastern** so that answers may be obtained and disseminated in a timely manner. Due to the critical nature of these services to the FRTIB, it is not expected that a comment proposal period and the proposal submission date will be extended. Oral questions are not permitted due to the possibility of misunderstanding or misinterpretation. Questions shall not be directed to the FRTIB technical or management personnel.

(End of Provision)

**L.10          PERIOD COVERED BY PROCUREMENT**

This solicitation covers a period of 6 years and the 60-day phase-in\*. For contracting purposes:

| <b>Period</b>               | <b>Duration</b> | <b>Anticipated Dates</b>                   |
|-----------------------------|-----------------|--|
| Phase-In*                   | 60 days         | August 1, 2013 through September 30, 2013  |
| Basic Period of Performance | 2 years         | October 1, 2013 through September 30, 2015 |
| Option Period 1 (two years) | 2 years         | October 1, 2015 through September 30, 2017 |
| Option Period 2 (one year)  | 1 year          | October 1, 2017 through September 30, 2018 |
| Option Period 3 (one year)  | 1 year          | October 1, 2018 through September 30, 2019 |

The Agency is not obligated to exercise any option if it determines for any reason that doing so is not in its best interest.

\* A separate contract/purchase order will be issued for Phase-In.

(End of Provision)

#### **L.11      USE OF CONTRACTOR PERSONNEL**

During evaluation of proposals received in response to this solicitation, the following contractors will be utilized:

Best Value Technology Information, Inc.  
11350 Random Hills Rd.  
Fairfax, VA 22030

Gartner, Inc.  
56 Top Gallant Rd  
Stamford, CT 06902

Poole & Associates  
121 Antler Circle  
San Antonio, TX 78232

The appropriate non-disclosure forms have been signed by all contractor personnel and are on file with the TESS CO.

(End of Provision)

#### **L.12      PROPOSAL PACKAGING AND DELIVERY INSTRUCTIONS**

(a) External Marking of Proposal Package(s)



All proposal packages must be closed, sealed, and marked in large letters

**“PROPOSAL – DELIVER UNOPENED”**

Submitted by: [Offeror’s Identity and address] in response FRTIB Solicitation TIB-2013-RFP-0012

Points of Contact:  
Marisol Vargas-Busch, Contracting Officer

Proposal packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:

**“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”**

(b) Proposal Packaging:

“MISSION SUITABILITY – SUBFACTOR 1 - Overall Approach, Business Process Services (Recordkeeping) and Information Security” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “SUBFACTOR 1” on the exterior of the box. No other materials shall be included within the box.

“MISSION SUITABILITY – SUBFACTOR 2 - Technical Approach, IT Services” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “SUBFACTOR 2” on the exterior of the box. No other materials shall be included within the box.

“MISSION SUITABILITY – SUBFACTOR 3 – Management Approach” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “SUBFACTOR 3” on the exterior of the box. Items contained within the Plans Volume shall be included within the box. No other materials shall be included within the box.

“PAST PERFORMANCE” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “PAST PERFORMANCE” on the exterior of the box. No other materials shall be included within the box.

“COST/PRICE” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “COST/PRICE” on the exterior of the box. No other materials shall be included within the box.

“MODEL CONTRACT” shall be separately bound and boxed. The exterior of the box shall be clearly marked with the RFP number (TIB-2013-RFP-0012) and “MODEL CONTRACT” on the exterior of the box. No other materials shall be included within the box.

(c) Delivery Instructions:

Reserved.

### **L.13 INSTRUCTIONS FOR PROPOSAL PREPARATION**

This section provides detailed instructions to Offerors to be used in the preparation of proposals. It is organized as follows:

- L.13.1 Introduction
- L.13.2 Proposal Arrangement, Page Limitations, Copies, and Due Dates
- L.13.3 Volume I – Mission Suitability, Subfactor 1
- L.13.4 Volume II – Mission Suitability, Subfactors 2 & 3
- L.13.5 Volume III – Past Performance
- L.13.6 Volume IV – Cost/Price Proposal
- L.13.7 Volume V – Model Contract

(End of Provision)

#### **L.13.1 INTRODUCTION**

In providing these instructions, the FRTIB's intention is to solicit information that will permit a competitive evaluation of the Offeror's proposal. The information solicited shall demonstrate the Offeror's competence and capability to successfully complete the requirements specified in the TESS Statement of Work (SOW).

(a) For Mission Suitability Subfactors 1 and 3, the proposal shall: demonstrate understanding of the overall and specific requirements of the proposed contract; convey the company's capabilities for transforming understanding into accomplishment; provide in detail, the plans and methods for so doing; and provide, as requested below, the cost/price associated with so doing.

(b) The proposal for all Evaluation Factors shall be clear, concise, shall not include ambiguous language or terms, and shall include sufficient detail for effective evaluation and substantiation of all information. The proposal should not simply rephrase or restate the Agency's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements.

(c) Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a scenario or Representative Task Order (RTO) response.

(d) Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the FRTIB to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in Section M. The items listed are not, however, all-inclusive and you should include in your proposals, consistent with the page limits established, any further substantiation demonstrating your ability to perform the work under this Contract.

(e) For a more complete understanding of this portion of Section L, refer to the evaluation criteria set forth in Section M. The instructions in this portion of Section L are directly related to the evaluation factors set forth in Section M.

(f) This procurement will be conducted utilizing a combination of mission suitability, past performance and cost/price factors, as set forth in Section M. The FRTIB seeks to select an Offeror whose proposal, after evaluation, represents the best value to the Agency, consistent with the description of the relative importance of all the factors.

(g) Acceptability of SF 1, Technical Approach, Business Process Services (Recordkeeping) and Information Security will be conducted to determine acceptability of the proposal. All unacceptable proposals will be eliminated from further evaluation.

(h) After the acceptability review, an initial review will be conducted to evaluate SF 1, Technical Approach, Business Process Services (Recordkeeping) and Information Security. The evaluation scoring system described in Section M.1 will be utilized.

1. Those proposals receiving a Good, Very Good or Excellent adjective rating for Subfactor 1 will "Pass" and the remainder of their proposals will be evaluated.
2. Those proposals receiving a Fair or Poor adjective rating for Subfactor 1 will "Fail" and the Offeror's remaining proposal volumes will remain unopened and not be evaluated. Offeror(s) will be notified

upon approval of the Competitive Range Determination, if required or at contract award.

(h) Acceptability of SF 2, Technical Approach, IT Services, and Subfactor 3, Management Approach, will be conducted to determine acceptability of the proposal. All unacceptable proposals will be eliminated from further evaluation.

(i) The Agency reserves the right to award IDIQ Task Orders, for Representative Task Orders (RTOs) addressed in Mission Suitability Subfactors 1 and 2, as proposed. All other work will be authorized on IDIQ Task Orders negotiated between the Contractor and the Agency.

(ii) The proposal shall be detailed and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements such as: “standard procedures will be employed to...” and “well-known techniques will be used for...”. The Mission Suitability Proposal shall comprehensively explain how you propose to comply with the applicable specifications, as well as the techniques and procedures you propose to implement.

(j) Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal; it must not be incorporated by reference. Offerors must not assume that the Source Evaluation Panel is aware of their company’s abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(End of Provision)

### **L.13.2 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

(a) Proposal Arrangement

Offerors shall arrange their proposals into five volumes as set forth below.

**Table L-1: Overview of Proposal Volumes and Page Limitations**

| Volume No.  | Title                                      | Page Limits     | Electronic Format |
|-------------|--|-----------------|-------------------|
| <b>I/II</b> | <b>Mission Suitability</b>                 | <b>100</b>      | <b>MS Word</b>    |
| <b>I</b>    | <b>Mission Suitability – SF-1</b>          |                 | <b>MS Word</b>    |
|             | <i>Technical Approach, SF 1</i>            | Included in 100 | MS Word           |
| <b>II</b>   | <b>Mission Suitability – SF-2 and SF-3</b> |                 | <b>MS Word</b>    |
|             | <i>Management Approach, SF-2 and SF-3</i>  | Included in 100 | MS Word           |
|             | Key Personnel Approach Narrative           | Included in 100 | MS Word           |
|             | Key Personnel Resumes                      | Included in 100 | MS Word           |

| Volume No. | Title   | Page Limits        | Electronic Format |
|------------|---|--------------------|-------------------|
|            | Total Compensation Plan   | N/A                | MS Word           |
|            | Contract Phase-In Plan  | N/A                | MS Word           |
|            | Draft Contract Management Plan  | N/A                | MS Word           |
|            | Government Property Management Plan   | N/A                | MS Word           |
| <b>III</b> | <b>Past Performance Volume</b>  | <b>25</b>          | <b>MS Word</b>    |
|            | Past Performance Questionnaire  | N/A                | MS Word           |
| <b>IV</b>  | <b>Cost/Price Proposal</b>  | <b>Not Limited</b> |                   |
|            | Cost Narrative  | Not Limited        | MS Word           |
|            | Templates   | Not Limited        | MS Excel          |
| <b>V</b>   | <b>Model Contract</b>   |                    | <b>MS Word</b>    |
|            | Sections A-J, with all fill-ins completed, and Section K, Representations and Certifications, with all fill-ins completed | Not Limited        | MS Word           |

- (b) The Volumes shall be separately bound in 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, solicitation number and the Offeror's name. The same identifying data should be placed on the spine of each binder. Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. Pages shall be formatted in a standard page style, without the use of columns. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case Roman numerals for contents not subject to page limitations (e.g., title pages, tables of contents, and acronym lists) and shall reflect the Offeror's identity. Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations and will not be evaluated.
- (c) If final proposal revisions are requested, separate page limitations will be specified in the Agency's request for that submission.
- (d) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Agency. For example, if an Offeror submits Volume 1 with 105 pages, the final 5 pages will be removed, sealed in an envelope, and will not be evaluated.
- (e) Proposal Copies and Due Dates

**Table L-2: Proposal Copies and Due Dates**

| Due Date | Volume | Title               | Time Due | Delivery Location | Copies                     |
|----------|--------|---------------------|----------|-------------------|----------------------------|
| TBD      | I/II   | Mission Suitability | TBD      | See L.12(c)       | 6 hard copies,<br>1 CD-ROM |

|     |     |  |     |  |   |
|-----|-----|--|-----|--|---|
| TBD | III | Past Performance   | TBD | See L.12(c)                            | 6 hard copies,<br>1 CD-ROM  |
| TBD | IV  | Cost/Price Proposal  | TBD | FRTIB: See<br>L.12(c)<br><br>DCAA: TBD | 6 hard copies,<br>1 CD-ROM<br>1 hard copy, 1<br>CD-ROM to<br>DCAA |
| TBD | V   | Completed Model<br>Contract and Signed<br>SF 33;<br>Representations and<br>Certifications with all<br>fill-ins completed | TBD | See L.12(c)                            | 6 hard copies,<br>1 CD-ROM to<br>FRTIB                            |

- (f) Each Offeror is required to submit its proposal in two formats, one conventional hard copy bound format in the quantities specified above, and one in an electronic format in the quantities specified above. The electronic submission must be compatible with the software and hardware specification described in paragraph (g) below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Date Prepared, an indication of the files or range of files contained on the disks marked and in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (g) Electronic copies of the proposal shall be compatible with Microsoft Office® 2007. Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file. If a volume extends to multiple disks, the Offeror shall clearly indicate the sequence number. The Offeror shall perform an anti-virus/anti-malware scan prior to proposal submission. Offeror shall not embed sound or video files into the proposal files. Offeror shall minimize the use of scanned images and keep embedded graphics as simple as possible.
- (h) A cover sheet should be contained as the first page of each book, clearly marked with volume number, title, solicitation identification, and the Offeror's name. Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (i) Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer's proposal to the page and paragraph numbers in the Agency's

instructions. A Cross Reference List shall be submitted in each Volume for that particular volume.

(End of Provision)

**L.13.3****VOLUME I – MISSION SUITABILITY, SUBFACTOR 1**

The proposal must demonstrate that the proposal meets the contract requirements. The Offeror shall describe or provide the following:

**Subfactor 1 – Overall Approach, Business Process Services (Recordkeeping) and Information Security****General Information**

FRTIB's recordkeeping systems receive, process, and administer significant volumes of participant financial and indicative information, including Personally Identifiable Information (PII), that requires accuracy, reliability, confidentiality, integrity, and availability. Work under this contract requires the Offeror to collect, interpret, store, retrieve, manipulate, test, maintain, and monitor participant defined contribution records.

FRTIB's information systems store, process, and transmit significant volumes of sensitive information, including Personally Identifiable Information (PII), that require confidentiality, integrity, and availability. Work under this contract requires the Offeror to plan, design, implement, test, maintain, and monitor security controls.

**Overall Approach: Business Process Services (Recordkeeping)**

The Offeror shall address its overall management, operational, and technical approach for assuming and maintaining responsibility for the main TSP recordkeeping system and all ancillary systems in the Statement of Work, in accordance FRTIB's recordkeeping requirements. The Offeror shall describe its approach to identifying potential recordkeeping improvements and efficiencies as they apply to FRTIB's system of records with a description of how the approach will improve processing and reduce overall risk. Offerors approach for maintaining flawless operations while improving the participant experience and finding efficiencies in the process shall be included.

Offerors shall propose best practices and innovations with respect to defined contribution recordkeeping; including assumptions, rationale, and quantified efficiencies.

Offerors shall address compliance with the FRTIB regulations, Federal Employees' Retirement System Act of 1986 and applicable Internal Revenue Service regulations.

### **Overall Approach: Information Security**

The Offeror shall address its overall management, operational, and technical approach for implementing information security throughout the Statement of Work, in accordance FRTIB's information security requirements. The Offeror shall describe its approach to identifying potential information security improvements as they apply to FRTIB's information systems with a description of how the approach will reduce overall risk.

Address compliance with Federal Information System Management Act (FISMA), the National Institute of Standards and Technology (NIST) Federal Information Processing Standards (FIPS), and FRTIB's Enterprise Information System Risk Management (EISRM). In addition, Offerors shall include best practices and innovations with respect to information security; including assumptions, rationale, and quantified efficiencies.

### **Scenario 1 – Thrift Savings Plan Pricing Error**

The Offeror shall provide the required information set forth in the "Proposal Requirements" section of Attachment L.1

## **L.13.4**

### **VOLUME II – MISSION SUITABILITY, SUBFACTOR 2 & 3**

The proposal must demonstrate that the proposal meets the contract requirements. The Offeror shall describe or provide the following:

### **Subfactor 2 – Technical Approach, IT Services**

#### **Scenario 2 – Thrift Savings Plan Batch/Daily Processing**

The Offeror shall provide the required information set forth in the "Proposal Requirements" section of Attachment L.2

#### **Representative Task Order (RTO) 1 – Customer (Participant) Relationship Management System Replacement**

The Offeror shall provide the required information set forth in the "Proposal Requirements" section of Attachment L.3



**Representative Task Order (RTO) 2 – Migration from Virtual Infrastructure to Private Cloud Model**

The Offeror shall provide the required information set forth in the “Proposal Requirements” section of Attachment L.4

**Subfactor 3 - Management Approach****Program Management**

The Offeror shall provide a detailed description of the responsibilities and authorities for program management of this contract. The Offeror shall include such elements as resolving internal conflicts over resources with other company organizations, degree of autonomy, and lines of communication among Agency, contractor, and subcontractor.

The Offeror shall provide their approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. The Offeror shall identify their approach to maintaining technical competency and provide the appropriate support as needed throughout the duration of the contract and assigning work in a changing, dynamic, and evolving technical environment. The Offeror shall also address how it will implement delivery schedule management, risk management, and obtain user feedback for performance improvement.

The Offeror shall provide an approach that clearly identifies any proposed industry process models, best practices, and performance standards that would be for governance and lifecycle management of Information Technology systems.

**Organizational Structure and Chart**

The Offeror shall describe the organizational structure, including policies, procedures, and techniques for effectively and efficiently managing the proposed work. Proposals shall set forth the Offeror’s approach to organizational structure, quality management, staffing and effective utilization and distribution of the workforce in meeting contract requirements, cost constraints, and schedules.

The Offeror shall provide an organizational chart for this program identifying all key personnel as well as managerial and critical positions by title. All interfaces with FRTIB personnel must be clearly delineated and shall include clear characterization of the governance structure between the Offeror and the Agency. Include an organizational chart that identifies where this contract fits within the corporate structure.

If the Offeror is proposing a joint venture, the proposed organizational structure and chart shall reflect the joint venture.

## **Program Executive**

The Offeror shall provide an in-depth discussion of the independence and autonomy of the Program Executive, clearly stating the Program Executive's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Executive's authority to utilize and redirect subcontract resources, and his or her ability to resolve conflicts to obtain decisions for resources not under the Program Executive's direct control.

## **Staffing Plan**

The Offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale. The staffing approach shall describe how the Offeror intends to staff this effort and how the approach will ensure the Offeror meets contract requirements. The staffing plan shall include a comprehensive hiring plan which presents the approximate number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. The Offeror shall discuss their staffing approach and strategies if their primary staffing strategy is not completely successful. Offerors should describe their ability to staff from existing resources and from outside sources to satisfy fluctuating requirements.

## **Corporate Resources**

The Offeror shall describe the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment. The Offeror shall describe the breadth of the corporate resource base beyond those of the immediate staff and how these resources may be obtained and applied.

## **Significant Subcontractors**

For the purposes of the Mission Suitability Volume, a proposed significant subcontractor is defined as: 1) any proposed subcontractor that is either estimated to meet/exceed an average annual cost/fee of \$5,000,000; or, estimated to meet/exceed an average annual cost/fee of 25% of the proposed costs; or 2) any subcontractor performing work within the Recordkeeping Service Tower. *Note, the definition of significant subcontractor for the mission suitability evaluation may be different than for the past performance and cost evaluation.*

If subcontractors are proposed, the Offeror shall identify the Agency's interfaces to the Offeror's organizational structure including: 1) a separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits

of these arrangements to the Agency, and 5) methods of management and reporting of subcontractors' financials and technical plans and performance. The Offeror shall provide plans for the completion of contemplated subcontracting arrangements.

The Offeror shall describe the rationale and procedures for determining the work to be subcontracted, if any, and the procedures for managing subcontracts. The Offeror's planned usage, if any, of subcontracting agreements shall be addressed. For any subcontracting agreements, the Offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

### **Key Personnel**

The Offeror shall discuss its approach and rationale for identifying, selecting and filling Key Positions (including Key Positions of Teaming Partners and subcontractors). The Offeror shall address the Key Personnel positions proposed in Clause H.11.B Key Personnel. The Offeror shall provide the basis for selecting the proposed Key Positions, and the basis for selection of the individuals and a summary of their qualifications to fill those positions. Describe how you will ensure key personnel will maintain the minimum qualification standards.

If Key Personnel are currently being proposed for other contracts, or for other reasons are not planned to be 100% dedicated to this Contract, describe the level of commitment proposed. Discuss your rationale for how the work can be effectively performed with Key Personnel who are not fully committed to this Contract. Include in the discussion, scenarios that may lead to less than their full commitment to this Contract and any alternatives proposed. If the commitment of Key Personnel is contingent upon the outcome of another competition, alternate Key Personnel shall be proposed along with evidence of commitment.

The Key Personnel approach shall be consistent with the overall management approach and rationale.

The Offeror shall submit for each Key Personnel the following resume information:

1. Name
2. Education
3. Proposed assignment: title and organizational element
4. Current and previous positions occupied on or after January 1, 2003
5. Current significant responsibilities or projects
7. Professional activities and achievements
8. Unique qualifications.

### **Position Qualifications**

Offerors shall provide written position qualifications for the specific labor categories envisioned for this requirement for the entire SOW. Offerors need to address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing/certifications, minimum education, and minimum experience required for each position. Offerors shall include the position title and to whom the position reports. Furthermore, the Offeror shall identify the positions considered critical to meet the requirements of the contract, and describe the rationale for identifying these positions as critical. All position qualifications will be incorporated into the resultant contract as Section J attachment.

### **Joint Venture Entity Legal Documents**

If the Offeror is a joint venture, the Offeror shall provide copies of the joint venture teaming agreement.

### **Total Compensation Plan**

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, which must:

- Classify all labor categories and provide a description of the work to be done within that category, and
- Identify the categories of personnel that are in an executive, administrative or professional capacity as defined by your organization

The Offeror and all subcontractors shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefits information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include any Cost Exhibits but should reference where the information appears in the Cost Proposal Volume.)

The Offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Offeror shall provide a benefit package that includes how the Offeror plans to address increases in pay, recognizing seniority of personnel.

### **Phase-In Plan**

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, the Offeror's approach to ensure continuity and a smooth and complete transition from the incumbent contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility immediately

following the phase-in period. The phase-in plan shall also specifically address how ongoing work will be continued, the proposed management organization, phase-in schedule, and staffing transition. The Offeror shall address any dependency upon the incumbent contract. Also, the Offeror shall specify the extent of involvement of Agency personnel during this period.

The 60-day phase-in period will be accomplished through the issuance of a separate firm-fixed price contract/purchase order.

### **L.13.5**

### **VOLUME III – PAST PERFORMANCE**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition. The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

#### **(a) *INFORMATION FROM THE OFFEROR***

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$25,000,000 that your company has had within the last 3 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date. For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is either estimated to meet/exceed an average annual cost/fee of \$5,000,000; or, estimated to meet/exceed an average annual cost/fee of 25% of the proposed costs. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the mission suitability and cost evaluation.*

If a Prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources

of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

### Past Performance Services Matrix

The Offeror will provide up to five contracts where it performed services similar to the services required in the Statement of Work of this RFP. For the table below the Offeror will list the contract numbers in the top right of the table, and then for each contract will confirm/verify that similar services were performed by marking the appropriate box for the services listing in the left column

### Past Performance Questionnaire

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime Offeror and each significant subcontractor:

Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. ***Offeror must verify the telephone numbers provided are current and correct.***

- (3) The following information shall be provided:

|   |       |            |
|---|-------|------------|
| Contract number   |       |            |
| Contract value at award and total amount projected for completion   | Award | Completion |
| Identify why contract growth has occurred (e g, overrun, changed requirements, etc)   |       |            |
| Employing Agency/Company Name   |       |            |
| Point of Contact (including address, telephone and fax numbers, and e-mail addresses). If a Government Agency, include both the Contracting Officer and Contracting Officer's Representative (COR/COTR) points of contact |       |            |
| Contract Description  |       |            |
| Place of Performance  |       |            |
| Period of Performance   |       |            |
| Contract Type   |       |            |
| Status of Contract (current, terminated (if so, why), successfully completed (include completion date))   |       |            |

(4) In addition to the information above, Offerors, any significant subcontractors, as defined above and proposed program manager, shall each submit the Past Performance Questionnaire, Attachment L.5, to all of the point of contacts references required. The Offeror is responsible for ensuring that each of its references, including those from its major subcontractors and proposed program executive, returns the two copies of each questionnaire directly to the Contracting Officer in a sealed envelope or e-mail to the contact identified in Section L.12, Proposal Marking and Delivery.

(5) You may include up to one page of introductory material about the experience and performance of your company and subcontractors (if applicable). You may submit additional reference information on experience and past performance for consideration. This shall be subject to the page limitation constraints.

(6) Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. For all work performed during the past three years, Offerors shall provide the following:

|                                       | [Contract #] | [Contract #] | [Contract #] | [Contract #] | [Contract #] |
|---------------------------------------|--------------|--------------|--------------|--------------|--------------|
| <b>IT SERVICES</b>                    |              |              |              |              |              |
| <b>Data Center Services</b>           |              |              |              |              |              |
| • Engineering                         |              |              |              |              |              |
| ○ Mainframe                           |              |              |              |              |              |
| ○ Distributed Systems (Windows/Linux) |              |              |              |              |              |
| ○ Virtual Infrastructure              |              |              |              |              |              |
| ○ Storage Area Networks               |              |              |              |              |              |
| ○ Database Administration             |              |              |              |              |              |
| • Operations                          |              |              |              |              |              |
| ○ Mainframe                           |              |              |              |              |              |
| ○ Distributed Systems (Windows/Linux) |              |              |              |              |              |
| ○ Virtual Infrastructure              |              |              |              |              |              |
| ○ Storage Area Networks               |              |              |              |              |              |
| ○ Database Administration             |              |              |              |              |              |
| <b>Network Services</b>               |              |              |              |              |              |
| • Engineering                         |              |              |              |              |              |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| • Operations  |  |  |  |  |  |
| <b>Voice Network Services</b>                       |  |  |  |  |  |
| • Engineering                                       |  |  |  |  |  |
| • Operations  |  |  |  |  |  |
| <b>End User Services</b>                            |  |  |  |  |  |
| • Engineering                                       |  |  |  |  |  |
| • Technical Support (Break/Fix)                     |  |  |  |  |  |
| <b>Service Desk</b>                                 |  |  |  |  |  |
| • Level 1 Technical and Office Applications Support |  |  |  |  |  |
| • Service Request Management                        |  |  |  |  |  |
| <b>BUSINESS APPLICATIONS AND RECORDKEEPING</b>      |  |  |  |  |  |
| <b>Defined Contribution Recordkeeping</b>           |  |  |  |  |  |
| • Required Reporting                                |  |  |  |  |  |
| • Operations  |  |  |  |  |  |
| • Recordkeeping Process Support                     |  |  |  |  |  |
| <b>Applications Development</b>                     |  |  |  |  |  |
| • Development                                       |  |  |  |  |  |
| • Test  |  |  |  |  |  |
| • Integration                                       |  |  |  |  |  |
| • Project Management                                |  |  |  |  |  |
| <b>Applications Support</b>                         |  |  |  |  |  |
| • Operations  |  |  |  |  |  |
| • Break/fix Production Support                      |  |  |  |  |  |

**L.13.6****VOLUME IV – COST/PRICE PROPOSAL**

It is important that Offerors and Subcontractors read and follow these cost proposal instructions carefully. The Agency reserves the right to consider an inaccurate or incomplete cost proposal indicative of the Offeror's inability to perform the work required under the contract.

The cost proposal is the Offeror's estimate of the cost and fixed fee to perform the work described in this RFP. The agency will use the cost proposal to determine the probable cost to the Agency, so it is important that the cost proposal be accurate and complete. Each Offeror must submit cost proposals in accordance with Section L.13 Table A. Electronic format submissions of Cost Exhibits are to contain all algorithms and calculations the Offeror utilized in developing proposed costs. No flat (e.g., PDF files) files are allowed.

The cost proposal must be organized in the following manner:

| Chapter | Title                                       |
|---------|---|
| -       | Title Page, Cover Letter, Table of Contents |



|   |   |
|---|---|
| 1 | Prime Contractor Cost Exhibits L001 thru L006 |
| 2 | Prime Contractor Cost Exhibit L- A1           |
| 3 | Subcontractor Cost Exhibits L001 thru L006    |
| 4 | Contractor Cost Proposal Narrative            |

Each subcontractor over \$1,000,000 must provide chapters 2 and 3 in the subcontractor cost proposal. Subcontractor information of a proprietary nature may be provided in sealed packages appropriately marked prior to submission with the proposal.

#### **L.13.6.1 Title Page, Cover Letter, Table of Contents**

The title page must state the document, title, name and RFP Number, name of Offeror, and, if the Offeror wishes to restrict its proposal, a restrictive marking. Although a cover letter is not required, if the Offeror chooses to submit one, it should be placed at the beginning of the cost volume, after the title page. A table of contents must be provided after the cover letter or title page listing the chapters, sections, subsections, page numbers, etc.

#### **Mandated Agency Assumptions/Limitations for Offeror Pricing**

In order to promote fair and consistent pricing of this procurement, Offerors must reflect all Agency directed assumptions/limitations in their cost proposals. Failure to comply with these assumptions may result in the determination that the proposal is non-responsive to the RFP and may be grounds for rejection of the proposal.

#### **L.13.6.2 Contract Start Date**

For cost proposal pricing purposes, the Offeror must assume performance will begin **October 1, 2013** and the Phase In period will begin August 1 2013 to September 30 2013.

#### **L.13.6.3 Contractor Site Location**

The successful Contractor(s) will be responsible for providing facilities for its contract support personnel. For pricing purposes, the Offeror must assume that for contractor employees to be located within 25 statute miles of the Agency Headquarters Building located at 77 K St NE, Washington, DC. If a task order requires contract work at a location other than the Contractor's facility, appropriate rates shall be negotiated at that time.

#### **L.13.6.4 Definitions of Labor Categories and Skill Levels**

Section J, Attachment TBD --- Labor Category and Skill Level Descriptions, provides labor categories minimum qualifications. Offerors must take these requirements into account when developing direct labor rates.

When labor categories prescribed by the Agency do not correspond to company categories and labor classifications, the Offeror must provide a mapping of company labor classifications proposed to the prescribed categories in Cost Exhibit L003. The mapping should be included in Cost Exhibit L003 but if the Offeror chooses to submit the mapping of labor categories as a separate document it must be labeled as "Supplement to Cost Exhibit L003" and included within the volume.

#### **L.13.6.5 Historical Labor Categories Information**

Section J, Attachment XX titled "Historical Labor Categories and Hours Information", provides the Agency's projected labor hours for each labor category for current fiscal year work. **This information is provided only for informational purposes.**

#### **L.13.6.6 Direct Labor Rates including Yearly Increases**

Direct Labor Rates, (all references and instances of the term "Direct Labor Rates" within this document will mean Unburdened/Base Direct Labor Hourly Rates) Unburdened/Base Direct Labor Hourly Rates base salaries divided by 2,080 hours, the average hours in a work year, taking into consideration weekends. The rate excludes all indirect burdens.

Offerors must propose detailed, unburdened base direct labor hourly rates by labor category, as identified by Cost Exhibit L002 titled Labor Categories and Skill Levels. Unburdened direct labor rates for all contract years must be based on the same methodology used for the proposed first year (basic) of the contract. Proposed escalation applied to direct labor rates for successive years must be specifically identified and supported by written discussion of the escalation methodology applied.

#### **L.13.6.7 Estimated Travel for Proposal Pricing Purposes**

Offerors must use the Agency's cost estimate for travel pricing. The travel costs are inclusive of proposed prime contractor and subcontractor travel estimate. Travel will be cost reimbursable with 0% fee. Travel prescription amount does not include any indirect charges such as G&A, handling etc... If the Offeror applies any indirect charges (G&A, handling etc...) to travel, it must be priced accordingly.

Following are the Agency estimates for travel:

| <b>Travel Prescription</b> |                           |               |
|----------------------------|---------------------------|---------------|
|                            | <b>Performance Period</b> | <b>Travel</b> |
| 1                          | Year 1 (Base Year)        | \$150,000     |
| 2                          | Year 2 (Base Year)        | \$150,000     |
| 3                          | Year 3 (Option 1 Year 1)  | \$150,000     |
| 4                          | Year 4 (Option 1 Year 2)  | \$150,000     |
| 5                          | Year 5 (Option 2 Year 1)  | \$150,000     |

|              |                          |                  |
|--------------|--------------------------|------------------|
| 6            | Year 6 (Option 3 Year 1) | \$150,000        |
| <b>Total</b> |                          | <b>\$900,000</b> |

#### **L.13.6.8 Estimated Other Direct Costs for Proposal Pricing Purposes**

All Offerors must use the Agency's cost estimate for material and other direct costs (ODC). The Agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network and any other expenses that may be captured in indirect charges (Fringe, Overhead and G&A). If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with contractor's approved and disclosed accounting practices, Offerors must propose estimates for those expenses under a separate line items in Cost Exhibit L001; not to be combined with Agency cost estimates below.

#### **ODC Prescription**

|              | <b>Performance Period</b> | <b>ODC</b>       |
|--------------|---------------------------|------------------|
| 1            | Year 1 (Base Year)        | \$65,027         |
| 2            | Year 2 (Base Year)        | \$65,027         |
| 3            | Year 3 (Option 1 Year 1)  | \$65,027         |
| 4            | Year 4 (Option 1 Year 2)  | \$65,027         |
| 5            | Year 5 (Option 2 Year 1)  | \$65,027         |
| 6            | Year 6 (Option 3 Year 1)  | \$65,027         |
| <b>Total</b> |                           | <b>\$390,162</b> |

The ODC prescription amount does not include any indirect charges such as G&A, handling etc... If the Offeror applies any indirect charges (G&A, handling etc...) to ODC, it must be priced accordingly.

#### **L.13.6.9 Contract Line Item Pricing**

As part of their cost proposal, each Offeror must submit a copy of completed Section B from the model contract with all costs and fees appropriately inserted.

#### **13.6.10 Uncompensated Overtime**

The Agency requires a 5-day workweek; therefore, uncompensated overtime shall not be included as part of the calculation of the direct labor rate. .

All Offerors are highly encouraged to propose base labor rates according to instructions set forth in Section L for uniformity during the evaluation period. The agency will accept an Offeror's direct labor rate methodology in compliance with their DCAA approved accounting practices and Cost Accounting Standards (CAS) Disclosure statements. The Offeror must provide proper and sufficient rationale if there is a need to deviate

from Section L in the development of base direct labor rates (See Cost Exhibit L003 “Development of Direct Labor Rates for First Year of Contract” for an example).

#### **L.13.6.11 Prime and Subcontractors Cost Exhibits, Section L, Cost Exhibits L001 - L006 and L-A**

Below are the instructions for the required cost exhibits. Offerors and subcontractors must submit proposed cost data in the cost exhibits, utilizing Excel files included as part of the RFP. The provided labor hours in these exhibits are to be used in preparation of the cost information. Offerors must clearly identify each cost exhibit, follow the prescribed format, include all of the information requested, and sequentially number the pages as appropriate. Deviations are to be clearly identified and explained. In addition to these cost exhibits, each Offeror must submit any additional data, supporting schedules or substantiation that will facilitate the Agency's evaluation of the proposal. The Offeror is responsible for ensuring the accuracy and completeness of all proposed prime and subcontractor data.

Each Offeror may revise the format of the cost exhibits L001-L006 and L-A001 to include all of its elements of cost.

#### **Summary of Cost Exhibits**

|  |  |
|--|--|
| L-A1                                     | Proposed Cost/Price by Element of Cost for Transition Period                   |
| L-001(A-I)                               | Proposed Cost/Price by Element of Cost, Year, and Contract Term                |
| L-002                                    | Proposed Direct Labor Hours, Rates and Costs                                   |
| L-003                                    | Development of Direct Labor Rates for First Year of Contract                   |
| L-004                                    | Indirect Expense Schedules   |
| L-005                                    | Summary of Offeror's Agency Audit Information and Disclosure Statement         |
| L-006 (Govt. Site) and (Contractor Site) | Proposed Summary of Offeror's Fully Loaded Direct Labor Rates for IDIQ efforts |

#### **L.13.6.12 Phase In Task Order to Be Issued At Contract Award**

The Agency anticipates issuing one task order at contract award for Phase In Cost (August 1<sup>st</sup> 2013 to September 30, 2013), cost Offerors are expected to price and submit it as the proposal in Cost Exhibit L-A1. The contract type for the Phase In Cost is Firm Fixed Price. The price for the Phase In task order will not be evaluated as part of the total proposed price included in Cost Exhibit L001.

**L.13.6.13 Section L – Cost Exhibit L001 – Proposed Cost/Price by Element of Cost, Year, and Contract Term**

This cost exhibit requires proposed cost displayed by element of cost, by year, over six years of the contract to produce a cumulative cost by year, and a total proposed cost. Each Offeror and subcontractor must provide this cost exhibit. Subcontractor cost taken from total price inclusive all of elements of each subcontractor L001 must be included as an element of cost in the Offeror (prime contractor) cost exhibit. This element of cost is to list each subcontractor total to provide the overall total for the element of cost. (The prime offeror cost exhibit (inclusive of all elements of cost) must match what is proposed in section B of the model contract.) Cost elements are to reflect the Offeror's accounting system. If Facilities Capital Cost of Money (FCCM) is not originally proposed, it will not be an allowable cost under the contract.

The Summation of Cost Exhibits L001 A- L001H must match to L-0001. L001A- L001H are the break out of cost and price by Element of cost, year and contract term at CLIN level as described in Section B of the contract.

Cost Exhibit L001 Direct Labor is the summation of the prime offeror direct labor cost taken from Cost Exhibit L002, Proposed Direct Labor Hours, Rates and Costs.

For the prime contractor only, the elements identified as subcontractor costs must exactly match the total inclusive all of elements Cost Exhibit L001, Proposed Cost/Price by Element of Cost, Year, and Contract Term submitted by the subcontractor. The Offeror must include references to the page number/section of their cost proposal that provide appropriate support for the cost element amounts.

**L.13.6.14 Section L – Cost Exhibit L002 – Proposed Direct Labor Hours, Rates and Costs**

This cost exhibit is for direct labor only. Indirect rates and other direct charges appear on separate cost exhibits. Each Offeror and subcontractor must provide this cost exhibit. There must be a separate Cost Exhibit L002, Proposed Direct Labor Hours, Rates and Costs for each proposing prime contractor or subcontractor.

The Summation of Cost Exhibits L002 A- L002H must match to L-0002. L002A- L002H are the proposed labor hours, rates and cost at CLIN level as described in Section B of the contract.

For years two (2) through six (6), the direct labor rate for each labor category must be based on the same methodology used to develop the prior year rates. Proposed escalation for subsequent years must be specifically identified, by year, and include a supporting discussion of the methodology for development of the direct labor rate escalation.

- It is not the Agency's intent to treat labor normally considered indirect, such as administrative functions, contract administration, subcontract administration, and contract accounting as direct labor. The listed RFP categories do not include provision for these functions.
- Each proposing prime contractor or subcontractor must define its policy, or intent, regarding the treatment of labor for such administrative functions as contract administration, subcontract administration, and contract accounting. If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with contractor's approved and disclosed accounting practices, Offerors must propose estimates for those expenses under a separate line item; not to be combined with Agency under cost exhibits L001, L002, L003 and L006.

#### **L.13.6.15 Section L – Cost Exhibit L003 – Development of Direct Labor Rates for First Year of Contract**

This cost exhibit requires the methodology used to develop proposed direct labor rates. Each Offeror and subcontractor must provide this cost exhibit.

It is imperative that Offerors be as realistic as possible when preparing this exhibit. Bid category rates should be existing, easily verifiable, and Defense Contracting Audit Agency (DCAA) approved bid rates.

Furthermore, once the Offeror develops a mix of bid category rates for a given labor category, it must use the same mix for every contract year including all option periods.

Inaccurate, incomplete, or unsubstantiated information in Cost Exhibit L002, or in its related discussion, could increase the risk of the proposal, or even result in the elimination of a proposal from further consideration for award.

- For each labor category, the prime contractor and subcontractors must show how it developed/proposed the year 1 (basic) rate using internal, corporate bid rates that can be easily audited or verified. It is assumed that the Offeror has pre-existing, readily accessible direct labor rates commonly used for proposal pricing and that the Offeror will use these rates to develop the proposed rates. If this is the case, then the Offeror must show the RFP labor categories on the left side of the cost exhibit, the company bid categories and rates across the top, and at each intersection, must identify the percentage the bid category is of the labor category. At the far right, the Offeror must list the sum of the products of bid category rates and percentages that bid category are of the labor category. If an Offeror proposes to escalate the current bid category rate to a projected rate effective for year 1, then it must list the current rate and the escalated rate at the top of the cost exhibit, and provide a detailed explanation of the year 1 escalation.
- Where an Offeror does not have existing bid categories that correspond to the RFP categories, a mapping of proposed rates to Agency provided categories must be provided. In addition, thorough explanations regarding the methodology employed

in developing the labor category rates are mandatory. Offerors may have to base proposed direct labor rates on the rates of individual employees. If so, the Offeror must list each employee's name, current rate, and the weight (percent) assigned to the employee's rate. An Offeror that escalates the current rate to a year 1 rate must explain how and why it did so. Offerors that use individual employees' rates to develop RFP category rates must list the qualifications (education and experience) of each employee. The agency encourages Offerors to provide rationale for not using bid category rates and to explain the development of each RFP category rate. They should include existing verifiable data as well as assumptions, rationale, and methodologies applied in projecting from known data to estimates used in the proposal.

- Offerors may not change the mix of company bid labor categories from contract year to contract year. Proposed escalation for subsequent year (post basic) direct labor rates must be specifically identified and supported by written discussion of the escalation, and escalation methodology applied.

\* Where labor categories prescribed by the Agency do not correspond to company categories and labor classifications, the Offeror must provide a mapping of company labor classifications proposed to the prescribed categories in Cost Exhibit L003. The mapping should be included in Cost Exhibit L003 but if the Offeror chooses to submit the mapping of labor categories as a separate document labeled as Supplement to Cost Exhibit L003 to be included with its costs exhibits submission.

#### **L.13.6.16 Section L – Cost Exhibit L004 – Indirect Expense Schedules**

Each Offeror must include a schedule of indirect expenses for every indirect cost pool included in the proposal (example: labor overhead; G&A; fringe; material overhead; etc.). Offerors are discouraged from creating indirect expense pools solely for purposes of responding to this RFP. However, if the Offeror commonly does this and has no practical alternative to meet proposal requirements, it must provide rationale for the expense pool, corporate policy regarding the establishment of the pool, and information on similar pools, along with any audit data available.

The Offeror must list amounts for individually accounted for pools, not group totals. For example, it must list amounts for specific fringe benefit items (vacation, holidays, sick leave, pension plan, medical insurance, etc.). Listing only fringe benefit total is not sufficient. Similarly, the Offeror must list separate amounts for rent depreciation, indirect labor, and the other items that comprise the overhead pool. Further, the Offeror must list the total expense pool amount (numerator), allocation base amount (denominator), and rate (quotient) for each indirect expense category proposed. See Section L, Cost Exhibit L004 titled Indirect Expense Schedules as an example.

Please note: Two sets of Indirect Expense Schedules must be presented – one showing Off-Site (Contractor Facility) indirect rates and the other showing On-Site (Government Facility) indirect rates.

**L.13.6.17 Section L – Cost Exhibit L005 –Summary of Offeror’s Agency Audit Information & Disclosure Statement**

This cost exhibit provides summary information on each Offeror’s latest audit as well as Agency points of contact. Each Offeror responding to the RFP is required to provide this cost exhibit. The Offeror (prime and each subcontractor) must comply with Agency’s Cost Principles and submit an up-to-date copy of the Offeror’s CAS Disclosure Statement. The Offeror must also provide any information resulting from Agency review and findings with regard to the Offeror’s accounting system or disclosure statement.

- CAS Disclosure statements will be required from large businesses acting as prime or subcontractors. Compliance with Agency Cost Principles is mandatory and associated information regarding the Offerors accounting system and ability to accurately collect costs under a cost reimbursable contract is required as part of your proposal submittal.

Small businesses not having Agency review of their accounting systems, must detail the methods to accurately collect and segregate costs under a cost reimbursable contract to comply with Agency’s Cost Principles.

- An Offeror’s accounting system must be adequate for determining costs applicable to the contract, and is a requirement for contract award. Further, Agency review and audit of an Offeror’s accounting system may be conducted after contract award. In the event an Offeror’s accounting system is determined not adequate, the contract may be terminated for convenience.
- In addition, and as part of this cost exhibit, all proposal submissions must provide documentation that shows the Offeror’s ability to cover payroll and other operating and administrative expenses to accommodate Agency “in arrears” payments for work performed for a period up to 60 days.

Each Offeror must provide the Audit Information called out in Cost Exhibit L005 “Summary of Offeror’s Agency Audit Information & Disclosure Statement.”

**L.13.6.18 Section L- Cost Exhibit L006 – Summary of Offerors Fully Burdened Direct Labor Rates**

Offerors and subcontractors must propose fully burdened direct labor rate for each labor category by year. The fully burdened direct labor rates will become the maximum allowable rates permitted under any task order for IDIQ efforts for all contract types. Prime Offerors are required to submit this exhibit.

The fully burdened direct labor rate shall include the direct labor rate, applicable indirects, and fee.

Please note: Two sets of Fully Loaded Direct Labor Rates Schedules must be



presented – one showing Contractor -Site loaded with indirect rates and the other showing Government -Site loaded with indirect rates.

**L.13.6.19 Subcontractor/Consultant Cost Exhibits**

The prime Offeror must submit a complete listing of all proposed subcontracts, consultants, and inter-divisional transfers. This listing must provide the following information for each subcontract, consultant, and inter-divisional transfer:

- 1) Name of subcontractor, consultant, inter-divisional transfer
- 2) Description of effort
- 3) Type of contract
- 4) Hours and costs proposed

**L.13.6.20 Contractor Cost Proposal Narrative**

**The Offeror must provide a detailed narrative that addresses the following areas:**

- 1) Direct Labor Rates (including escalation)
- 2) Indirect Rates (Fringe, OH, G&A and etc.)
- 3) Other Direct Costs (including escalation)
- 4) Proposed Fixed Fee
- 5) FTE Annual Productive Labor Hours

For each subcontractor/consultant/inter-divisional transfer proposed at \$1,000,000 or greater, the Offeror must have each proposed subcontractor, consultant, and inter-divisional transfer provide separate cost exhibits, Cost Exhibits L001 thru L005 found in Section L of this RFP. Additionally, the prime contractor must provide its internal analysis of the subcontractors/ consultant/ interdivisional-transfer proposal, including a determination that the proposed pricing is fair and reasonable.

**L.13.6.21 Direct Labor Rate Narrative**

The prime Offeror and each subcontractor/consultant/inter-divisional transfer proposed at \$1,000,000 or greater must address the rationale used for development of the proposed direct labor rates. Offeror must address the extent that DCAA FPRA/approved bid rates were utilized, and explain any differences between DCAA approved rates and proposed rates. Offerors must address use and rationale of escalation for direct labor.

The Offeror must verify that its proposed rates reflect a NOT-TO-EXCEED 40 hours workweek.

**L.13.6.22 Direct Labor Hours Narrative**

The Offeror shall verify that it does or does not include labor for the following administrative functions: contract administration, subcontract administration, human resources, and contract/invoice accounting.

Each proposing prime contractor or subcontractor must define its policy, or intent, regarding the treatment of labor for such administrative functions as contract administration, subcontract administration, and contract accounting. If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with contractor's approved and disclosed accounting practices, Offerors must propose estimates for those expenses under a separate line item; not to be combined with Agency under cost exhibits L001, L002, L003 and L006.

#### **L.13.6.23 Indirect Rates**

The Offeror must address the rationale used for development of each proposed indirect rate. Offeror must address the extent that DCAA FPRA/approved indirect rates were utilized, and explain any differences between DCAA approved rates and proposed rates. Offerors must clearly explain application of each rate.

#### **L.13.6.24 Other Direct Costs**

The Offeror must address any proposed other direct costs, such as travel (prescribed), materials (prescribed), consultants, and interdivisional transfers. Please also provide a justification /narrative of the proposed ODC other than those prescribed.

The agency intends to exclude charges for such items as rental of facilities, purchase or rental of office furniture, office equipment, computers, peripheral devices, telephone network and any other expenses that may captured in indirect charges (Fringe, Overhead and G&A). If any of the above stated costs are not captured in Offeror's indirect expense pools in accordance with contractor's disclosed accounting practices, Offerors must propose estimates for those expenses under a separate line item, and not to be combined with Agency cost estimates.

All Other Direct Cost must be loaded with a 0% fee.

#### **L.13.6.25 Cost or Price Data**

It is anticipated that the pricing of this RFP will be based on upon adequate price competition; therefore, Certified Cost or Pricing Data is not required to be submitted with this cost/price proposal. However, after receipt of proposals, it may be determined that adequate price competition does not exist and that certified cost or price data is required. In this event, a Certificate of Current Cost or Pricing Data will be required immediately after agreement on cost/price is reached. Meanwhile, the cost estimates, rationale and supporting cost information to support the Section B pricing offered is required in accordance with Section L, but need not be certified. The Agency reserves the right to obtain and require other than cost and pricing data from Offerors as necessary to determine cost/price reasonableness and realism for this procurement.

**L.13.6.26 Cost Plus Fixed Fee/Profit**

The Offeror shall clearly address its proposed fixed fee dollars and percentage in its proposal and in Cost Exhibit L001 "Cost Exhibit: Proposed Cost/Price by Element of Cost, Year, and Contract Term". The Offeror needs to clearly define its fee basis. The fixed fee, once negotiated, does not vary with actual cost but may be adjusted as a result of any subsequent changes in the scope of work or services to be performed under the contract.

**L.13.6.27 Requirement for Concurrent Cost/Price Proposal Delivery to DCAA**

A copy of the prime and all major subcontractor's cost/price proposals (both electronic and hardcopy) are to be delivered to each respective cognizant Defense Contract Audit Agency (DCAA) field audit office concurrent with delivery to the Johnson Space Center. A major subcontractor is any subcontractor providing an estimated annual contract value of \$20 Million (M) or more. If the Offeror does not know the cognizant DCAA field audit office, the information is readily available on the world-wide-web at [www.dcaa.mil](http://www.dcaa.mil). Once the web site is accessed, click on the "Audit Office Locator" link. Enter the Offeror's company's 5 digit Zip Code in the area provided and click on the adjacent "search" button. (It is important that the Offeror enter the 5 digit Zip Code for the Offeror's company location where auditable books and records supporting amounts in the Offeror's proposal physically reside.) Once the search is completed, the cognizant field audit office physical and E-Mail addresses and Voice and FAX telephone numbers will be displayed.

**L.13.6.27 Cognizant Audit Office Template (CAOT)**

This template is required for each prime contractor, teaming partner, joint venture partner, and subcontractors that meets the significant subcontractor threshold. This template is to be delivered with the Past Performance Volume which is due **TBD\*** and with the Cost/Price Proposal Volume which is due **TBD**. This template is designed to capture relevant information concerning:

- (1) the specific location (address or addresses for prime and major subcontractors) where auditable cost information physically resides that supports amounts proposed;
- (2) the person or persons (name, address, phone number, e-mail address, etc) who can be contacted by DCAA to provide cost realism audit information for the prime contractor,
- (3) the person or persons (name, address, phone number, e-mail address, etc) who can be contacted by DCAA to provide cost realism audit information for your

company or partners (in a teaming, joint venture or partnership situation) and major subcontractor(s);

(4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent; and

(5) the status of each Offeror's disclosure statement and business systems, such as accounting, estimating, etc, as well as, information that may assist the Agency in the performance of a DCAA audit (recent proposal audit, the basis for direct labor rates, escalation factors and indirect rates that the Offeror intends to use in developing its cost proposal, etc).

\* Cost Proposal (Volume IV) shall be concurrently delivered to the Cognizant DCAA auditor at the time specified for proposal submission in Section L.2.

### **L.13.7 VOLUME V – MODEL CONTRACT**

#### **Part I: Standard Form 33 and Completed Model Contract**

In order to facilitate the possibility of award without discussions, Offerors shall submit five (5) original signed copies of the completed contract (including five (5) signed original Standard Form 33s) to be fully consistent with its proposal. The following items are parts of the contract that the Offeror is required to complete:

| Contract Selection | Areas of Model Contract Offerors are Required to Complete                                     |
|--------------------|---|
| Section A          | Complete, sign, and date the SF 33  |
| Section B          |   |
| Section C          | NONE  |
| Section D          | NONE  |
| Section E          | NONE  |
| Section F          | NONE  |
| Section G          | NONE  |
| Section H          | H.3: Representations, Certifications And Other Statements Of Offeror<br>H.11.B: Key Personnel |
| Section I          | I.21: Rights To Proposal Data (Technical)   |
| Section J          | Offerors will submit the required documents   |

#### **Part II: Representations, Certifications and Other Statements of Offeror**

Offerors shall submit their completed Representations and Certifications and other Section K provisions. This material is to be provided as part of the model contract.

(End of Provision)

**L.14 - LIST OF ATTACHMENTS**

| <b>Attachment</b> | <b>Title</b>  |
|-------------------|---|
| <b>L.1</b>        | TSP Pricing Error Correction Scenario               |
| <b>L.2</b>        | Daily Batch Scenario                                |
| <b>L.3</b>        | Customer Relationship Management System Replacement |
| <b>L.4</b>        | Virtual Infrastructure to Private Cloud             |
| <b>L.5</b>        | Past Performance Questionnaire Template             |
| <b>L.6</b>        | Key Personnel Resume                                |
| <b>L.7</b>        | Cost Exhibits (L-A01 through L-006)                 |

(End of Provision)

[END OF SECTION]

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M-1 PROPOSAL EVALUATION:**

The Agency intends to award a contract without discussions. Offerors shall provide their best, complete proposal upon initial submission. The Agency reserves the right to hold discussions if deemed necessary by the Contracting Officer. A Source Selection Evaluation Panel will evaluate all proposals based on the proposals/documentation provided. The evaluations will be based on the evaluation criteria set forth below.

a. **EVALUATION PROCESS:** Evaluations will be conducted utilizing the Best Value-Tradeoff process.

b. **CONTRACTOR ADMINISTRATIVE SUPPORT**

Poole & Associates, Gartner and Best Value Technology, Inc. will be providing administrative support to the Government evaluation panel during this source selection.

### **M-2 EVALUATION CRITERIA – BEST VALUE TRADEOFF:**

Basis for Award: Award of this contract will be made on a competitive best value basis, using “best value tradeoff” among cost/price and non-cost/price factors. A best value tradeoff process will be utilized when the Agency elects to award to other than the lowest priced Offeror, or other than the Offeror with the highest rated non-cost/price proposal. Past Performance will be evaluated independently from the other non-cost/price evaluation factors utilizing different standards. The non-cost/price evaluation factors (less Past Performance) numbered in descending order of importance.

### **M-3 EVALUATION FACTORS FOR AWARD**

#### **Relative Importance:**

Mission Suitability is the most important Factor. Past Performance and Cost Factors are substantially equal and when combined, are less than Mission Suitability.

#### **Adjectival Rating Scale**

The following scale will be utilized to evaluate all Mission Suitability subfactors:

| Adjectival Rating | Definitions   |
|-------------------|---|
| Excellent         | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.  |
| Very Good         | A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.  |
| Good              | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response. |
| Fair              | A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.  |
| Poor              | A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.   |

**1. Mission Suitability:** The Mission Suitability Factor consists of the following:

**Subfactor 1 - Overall Approach, Business Process Services (Recordkeeping) and Information Security**

**Overall Approach – Business Process Services (Recordkeeping) and Information Security:**

The Agency will evaluate the overall management, operational, and technical approach for Recordkeeping and Information Security required to determine the Offeror's understanding of the requirements in terms of accuracy, effectiveness, efficiency, realism, and comprehensiveness.

The Agency will evaluate the proposed best practices and innovations for reasonableness, realism, and the effectiveness of quantified efficiencies. The Agency will evaluate any assumptions and underlying rationale associated with those assumptions for reasonableness.

The Agency will evaluate the approach to achieving compliance for accuracy and effectiveness.

**Scenario 1 – Thrift Savings Plan Pricing Error**

The Agency will evaluate the approach to determine the Offeror's understanding of the business and technical requirements and their ability to translate them into innovative, sound and disciplined solutions. The Agency will evaluate the process approach and proposed technical solution for accuracy, precision, effectiveness, efficiency, timeliness and risk. The Agency will evaluate the proposed technical and management resources for reasonableness and realism.

## **Subfactor 2 - Technical Approach, IT Services**

### **Scenario 2 – Thrift Savings Plan Batch/Daily Processing**

The Agency will evaluate the approach to determine the Offeror's understanding of the business and technical requirements and their ability to translate them into innovative, sound and disciplined solutions. The Agency will evaluate the process approach and proposed technical solution for accuracy, precision, effectiveness, efficiency, timeliness and risk. The Agency will evaluate the proposed technical and management resources for reasonableness and realism.

### **Representative Task Orders (RTOs)**

The Agency will evaluate the adequacy and effectiveness of the Offeror's written response to the two RTOs. The Agency will evaluate the effectiveness of the technical approach, the realism of the staffing, including labor categories and labor hours proposed, the flow of activities from start to completion (including schedule). The Agency will evaluate whether the approach is sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the work, risks, and risk management. The Agency will evaluate the appropriateness and effectiveness of the Offeror's proposed innovations, techniques, technologies, and quantifiable efficiencies. The Agency will evaluate the reasonableness of any assumptions made in preparing a response to the RTOs.

## **Subfactor 3 - Management Approach**

### **Program Management**

The Agency will evaluate for adequacy and effectiveness the Offeror's proposed responsibilities (such as workflow, staffing) and authorities for program management of this contract. This evaluation will consider the Offeror's proposed approach to resolving internal conflicts over resources



with other company organizations, degree of autonomy, and lines of communication among Agency, contractor, and subcontractor.

The Agency will evaluate for effectiveness and efficiency the Offeror's approach to manage teams of diverse personnel and how multiple, simultaneous efforts that may have competing requirements for technical expertise, timelines and delivery schedules will be supported. This evaluation will include assessing the Offeror's approach to maintaining technical competency and providing appropriate support when and where needed throughout the duration of the contract and assigning work in a changing, dynamic, and evolving technical environment. The Agency will also evaluate for effectiveness how the Offeror will implement delivery schedule management, risk management, quality assurance, and obtain user feedback for performance improvement.

The Agency will evaluate the proposed approach for effectiveness and efficiency for the use of industry process models, best practices and performance standards that would be applied for governance and lifecycle management of Information Technology systems.

### **Organizational Structure and Chart**

The Agency will evaluate the effectiveness and efficiency of the Offeror's proposed organizational structure, including policies, procedures, and techniques for managing the proposed work. This evaluation will consider the Offeror's approach to quality management of the required services through surveillance, organizational structure, staffing and utilization and distribution of the workforce in meeting contract requirements, cost constraints, and schedules.

The Agency will evaluate the appropriateness of the Offeror's proposed organization chart and proposed interfaces with FRTIB personnel including the clarity and effectiveness of the Governance Structure between the Offeror and the Agency. The Agency will evaluate the appropriateness of the Offeror's proposed organization chart identifying where this contract fits within the corporate structure. The Agency will evaluate the assignment of key personnel as well as managerial and critical positions within the organizational chart for appropriateness and effectiveness.

## **Program Executive**

The Agency will evaluate the adequacy of the independence and autonomy of the Program Executive and consider the Program Executive's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Executive's authority to utilize and redirect subcontract resources. The Agency will evaluate the effectiveness of the Offeror's proposed process to be followed by the Program Executive in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources not under the Program Executive's direct control.

## **Staffing Plan**

The Agency will evaluate for effectiveness and adequacy the Offeror's proposed staffing plan and how it will satisfy the staff requirements. The Agency will assess the Offeror's ability to acquire and retain qualified and experienced personnel. The Agency will evaluate for adequacy the Offeror's comprehensive hiring plan, which presents the approximate number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. The Agency will assess the Offeror's planned incumbent capture rate, the basis of this rate, and the effectiveness of methods and schedule proposed to recruit and hire incumbents and new hires. The Agency will assess the basis for the incumbent capture rate and the descriptive and historical data on similar or previous contracts (e.g., number of employees, whether the effort was performed on-site or off-site, initial incumbent capture rate, and retention rate of incumbents). The Agency will evaluate for effectiveness any consolidations, improvements, and any proposed changes. The Agency will evaluate for effectiveness and adequacy any proposed strategy to overcome shortfalls in the primary staffing strategy and the approach to providing backup in the event of absences or vacancies. The Agency will evaluate for effectiveness and adequacy the Offeror's approach to staffing for fluctuating requirements.

## **Corporate Resources**

The Agency will evaluate the adequacy of the corporate resources available to enhance technical, operational, and management performance under this contract including staffing, corporate support, facilities and equipment for relevance, sufficiency, and availability (either

internal and/or external to the contractor). The Agency will evaluate for effectiveness and adequacy of the breadth of the corporate resource base beyond those of the immediate staff and how these resources will be obtained and applied.

### **Significant Subcontractors**

If subcontractors are proposed, the Agency will evaluate the effectiveness and efficiency of the Offeror's proposed interfaces to the Offeror's organizational structure including : 1) the separate organization chart for each subcontractor, 2) the basis for the selection of each subcontractor, 3) the nature and extent of the work to be performed by each subcontractor, 4) the benefits of these arrangements to the Agency, and 5) the methods of management and reporting to FRTIB of subcontractors' financial and technical plans and performance. The Agency will evaluate the plans for completing contemplated subcontracting arrangements for feasibility and timeliness.

The Agency will evaluate the comprehensiveness of the Offeror's rationale and proposed procedures for determining applicability of subcontracting, if any, and the effectiveness and efficiency of proposed procedures for managing subcontracts. This evaluation will consider the Offeror's planned usage, if any, of subcontracting agreements and the detail of the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Agency will evaluate the effectiveness of the Offeror's proposed approach for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

### **Key Personnel**

The Agency will evaluate the Offeror's Key Personnel Approach for overall demonstrated understanding, effectiveness, feasibility, efficiency, and consistency with the overall management approach and rationale.

The Agency will evaluate the Key Personnel resume information for relevancy and career progression.

### **Position Qualifications**

The Agency will evaluate the Offeror's written position qualifications, inclusive of critical positions, for competency and completeness in meeting the requirements of the SOW, and the Offeror's understanding of the contract requirements.

The Agency will evaluate the combination of the Offeror's staffing plan and position qualifications to assess the ability of the Offeror to supply a sufficient workforce to meet the requirements of the SOW.

### **Joint Venture Entity Legal Documents**

The Agency will evaluate the Offeror's joint venture teaming agreement for validity, adequacy, completeness, and effectiveness of organizational control.

### **Total Compensation Plan**

The Agency will evaluate the proposed Plan to ensure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation.

### **Phase-In Plan**

The Agency will evaluate the Offeror's proposed phase-in plan for comprehensiveness to ensure continuity and a smooth and complete transition from the incumbent Contractor. The Agency will evaluate the capability of the Offeror to assume full contract responsibility on the effective date of the contract. The Agency will evaluate the Offeror's plan, including how ongoing work will be maintained, the proposed management organization, schedule, and staffing transition, for effectiveness, efficiency, timeliness, and feasibility.

- 2. Past Performance:** This factor will be evaluated on the basis of relevant past performance for contracts performed during the last three 3 years, (January 1, 2010 – Dec 31, 2012).

### Prime Offeror

- a. Prime: Past Performance Volume:
  - i. Contracts shall be relevant to the work requirements and scope of the SOW, which will include Sections 3.0-10.0 of the Statement of Work.
- b. Prime: Past Performance Questionnaire:
  - i. Offerors shall submit at least 3 – 5 references to demonstrate relevant input for the evaluation of this factor, using the Questionnaire in Attachment L.5. The proposal shall provide the issuing Agency/Vendor, contract number, contract title, contact name, current phone number and identify the contact's role in the subject contract.
  - ii. These references must be consistent with the contracts provided in response to Section L.13.5.

### Subcontractor(s)

- a. Significant Subcontractor: Past Performance Volume:
  - i. Contracts shall be relevant to the work requirements and scope of the SOW, which will include Sections 3.0-10.0 of the Statement of Work.
- b. Significant Subcontractor: Past Performance Questionnaire:
  - i. Offerors shall submit at least 3 – 5 references to demonstrate relevant input for the evaluation of this factor, using the Questionnaire in Attachment L.5. The proposal shall provide the issuing Agency/Vendor, contract number, contract title, contact name, current phone number and identify the contact's role in the subject contract.
  - ii. These references must be consistent with the contracts provided in response to Section L.13.5.

The Agency may gather additional information from any other sources available to the Agency (e.g., Government-controlled Contractor performance databases and references including contractual, technical, and end-user representatives) for additional evaluation of this factor.

A Past Performance Questionnaire will be used to collect reference information and describes the type of information that will be collected from references.

The Agency will evaluate past performance in accordance with the following table:

## Past Performance Evaluation

| Adjective                     | Description  |
|-------------------------------|--|
| VERY HIGH LEVEL OF CONFIDENCE | The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)   |
| HIGH LEVEL OF CONFIDENCE      | The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.) |
| MODERATE LEVEL OF CONFIDENCE  | The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)  |
| LOW LEVEL OF CONFIDENCE       | The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)         |
| VERY LOW LEVEL OF CONFIDENCE  | The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)   |

| Adjective | Description  |
|-----------|--|
| NEUTRAL   | In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)]. |

### 3. Cost/Price:

#### Cost Evaluation Factor:

Cost/Price will be evaluated, but not numerically scored. The cost/price proposal will be evaluated by adding the total proposed figures for all years of the proposal excluding the Phase In under Cost Exhibit L A001. The total effort is comprised of six years (6). The Phase-In Cost will not be included as part of the Offeror's total proposed price for cost/price evaluation purposes.

Offeror's proposed costs/prices will be evaluated for completeness, reasonableness, realism and consistency/traceability. In the event that an Offeror fails to provide an adequate cost build-up explanation to support the proposed pricing, the Agency reserves the right to reject an Offeror's proposal.

Finally, costs/prices which change over time should reflect appropriate assumptions about inflation factors, time value of money, or other commonly-accepted discounting and inflating factors. Offerors whose proposals exhibit such patterns must explain fully the reason for such patterns and the basis for proposing such prices. In the event that an Offeror fails to provide an adequate cost build-up explanation to support the apparent imbalance, the Agency reserves the right to reject the proposal.

The Agency will use cost/price analysis to determine reasonableness, completeness, realism, and consistency/traceability, as discussed below. The analysis will also determine the Offeror's understanding of the work and the Offeror's ability to perform the requirements of the contract. The proposed cost, the fixed fee percentage and the proposed Firm Fixed Price will be evaluated for:

**Reasonableness** -- Acceptability of the price or cost estimating methodology--review of the rationale and supporting data for proposed costs. Unreasonable costs or inconsistencies between the Technical/Management and Cost proposals may be evaluated as demonstrating the Offeror's lack of understanding of the technical requirements. In its evaluation, the Agency may use commercial published data, same or similar Department of Defense (DOD) contracts, Agency estimates, industry standards, Defense Contract Audit Agency (DCAA) audit information, or other information as deemed appropriate by the Agency. In addition, the Agency may make adjustments (both upward and downward) to the total evaluated cost that the Agency deems appropriate. Adjustments may include costs required to accomplish the

Offeror's proposed approach (e.g., Government-Furnished Equipment/Government-Furnished Information required by the Offeror to implement its approach) with the exception of those costs to the Agency that are common for all Offerors.

**Completeness** -- Responsiveness in addressing all RFP requirements--review of the proposal to ensure data provided is sufficient to allow a complete analysis and evaluation of the prices/costs and includes all information required by Section L.

As necessary, clarification of apparent and/or minor omissions will be requested from the Offeror through the Agency Contracting Officer. Proposals with substantial omissions and/or a significant number of incomplete portions may be considered to have a gross deficiency and the proposal may be eliminated from further consideration. The Agency also reserves the right to reject proposals which are considered unrealistic if the respective Offeror does not provide adequate substantiation in the cost build up to explain the apparent unrealistic pricing. The Agency may at its discretion continue to consider apparently unbalanced or unrealistic proposals.

**Realism** – is an evaluation of the compatibility of the Offeror's cost/price with Agency's scope of work and the Offeror's technical approach. It is an assessment of the level of confidence and reliability placed in the Offeror's proposed cost elements and whether they produce a realistic proposed cost/price based upon Agency requirements and the Offeror's proposed technical approach. The evaluation will determine any inherent cost uncertainties within each Offeror's proposal and identify variables and/or discrepancies within an Offeror's proposal. As part of the cost realism evaluation, the Agency may make adjustments (both upward and downward) as a probable cost to the total evaluated cost that the Agency deems appropriate. Adjustments may include costs required to accomplish the Offeror's proposed approach (e.g., Government-Furnished Equipment/Government-Furnished information required by the Offeror to implement its approach) with the exception of those costs to the Agency that are common for all Offerors.

**Consistency/Traceability** -- How well the Offeror's proposed prices and costs match the labor categories and support levels proposed, the method of accomplishing the work described in the technical capabilities proposal, and the Offeror's past experience for similar work.

To assist in determining the reasonableness and realism of cost or price, evaluation of the Offeror's proposal may include verification of the rates proposed by the prime and all subcontractors. This may require a determination concerning the appropriateness of direct and indirect rates and the use of special pricing based on allowable accounting and estimating policies. As previously indicated, other agencies such as the Defense Contract Audit Agency may be called upon to assist the Agency in making this determination.

**Most Probable Cost** -- The most probable cost is the Agency's best estimate based on cost resulting from the Offeror's proposal after all known adjustments have been considered. These adjustments include recommended additions of reductions in



materials, equipment, labor hours, direct rates and indirect rates. Any adjustments in direct and indirect costs, other than minor computation errors, must be fully explained and documented and, where applicable, traceable to the technical evaluations. Adjustments are made based on the Offeror's proposed costs considering the Offeror's business methods, operating procedures, and practices as they affect cost. The most probable cost reflects the Agency's best estimate based on the Offeror's proposed costs after all known adjustments have been considered.

Both the proposed and most probable cost will reflect the Offeror's proposed fee amount. Proposed fee is not adjusted in the probable cost assessment.

The total Phase-In price and the proposed and probable costs for all CLINs will be presented to the Source Selection Authority.